



## Woods Hole, Martha's Vineyard and Nantucket Steamship Authority

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To our customers:

The following document is the current version of the Steamship Authority's "Customer Policies and Procedures Handbook." The Customer Handbook will always be a "work in progress" that the Authority will continue to develop in response to customer needs and suggestions.

If you have any comments, observations, questions, suggestions or complaints about any of the policies or procedures described in the following Customer Handbook, please email them to our General Manager, Wayne Lamson, who will forward all emails to the appropriate employees at the Steamship Authority to ensure that they are considered. Although it may take some time, we will respond to each email that we receive so that you know whether we have revised any of our policies or procedures in response to your comment. Further, even if we conclude that nothing should be revised, we will still try to explain our reasons for maintaining our current policies. Mr. Lamson's email address is [wlamson@steamshipauthority.com](mailto:wlamson@steamshipauthority.com).

Thank you in advance for taking the time to help us improve our customer service here at the Steamship Authority and the manner in which we fulfill our statutory mission of providing adequate transportation of persons and necessities of life for the islands of Nantucket and Martha's Vineyard.

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## Woods Hole, Martha's Vineyard and Nantucket Steamship Authority

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### **Customer Policies and Procedures Handbook**

**As Revised through June 16, 2014**

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## **A. TERMS AND CONDITIONS OF TRAVEL**

This Part A describes the Authority's terms and conditions of travel:

- The Authority's general terms and conditions of travel, including the Authority's right to refuse passage to anyone or any vehicle, to cancel or reroute any trip, to require customers generally to operate their own vehicles on and off the vessels, and the Authority's limitation of liability (Section 1).
- Height, length, width and weight limitations of vehicles traveling with the Authority, as well as limitations of trailers pulled by vehicles traveling with the Authority (Section 2).
- Restricted articles on the Authority's vessels, including but not limited to hazardous cargo, solid and liquid waste, livestock and agricultural products (Section 3).
- Vehicle loading priorities, including arrival procedures for customers with vehicle reservations, exceptions to those priorities for emergencies and disruptions of service, and the Authority's emergency transportation policy (Section 4).
- Vehicle standby travel (traveling without a vehicle reservation), including the different procedures governing vehicle standby travel on the Martha's Vineyard route and the Nantucket route, and the Authority's policy allowing the preferential boarding of individuals with disabilities traveling on standby (Section 5).
- Passenger travel policies, including passenger boarding priorities, baggage limitations and rules governing passengers traveling with pets (Section 6).

### **1. GENERAL TERMS AND CONDITIONS OF TRAVEL.**

- 1.1 The Authority at its sole judgment and discretion may refuse passage to anyone and/or may refuse to transport any vehicle except on such conditions as may be required by the Authority. The Authority without notice may cancel any sailing or limit the number of passengers and/or vehicles allowed on any sailing. The Authority may also refuse passage to individuals and/or transportation of their vehicles if the carrying capacity of a vessel is reached before sailing time.
- 1.2 The Authority neither agrees nor guarantees to carry any motor vehicles by any particular boat or trip, or to the exclusion of other freight. The Authority also reserves the right to deviate from or to cancel sailing schedules with or without notice, and the Authority assumes no liability for loss, damage or expense which

*Part A – Terms and Conditions of Travel*

may result therefrom. The Authority also reserves the right in all cases and without liability to substitute one vessel for another.

- 1.3 Motor vehicles and motor boats transported on the Authority's vessels may have gasoline in their fuel tanks. A customer traveling with a vehicle may also transport up to six gallons of additional gasoline per vehicle provided the gasoline is appropriately stowed therein (or in the vehicle's trailer) in one or more approved containers that are closed and in good condition, as more fully described in Part L of this Handbook entitled "Hazardous Cargo." One propane tank, acetylene tank or oxygen tank may also be transported by a customer in a vehicle only in compliance with Part L of this Handbook. No customer traveling without a vehicle may carry any gasoline, propane, acetylene or oxygen on board any vessel, unless a passenger needs oxygen for medical reasons.
- 1.4 Each customer transporting a motor vehicle is required to have a driver available to operate the customer's vehicle at all times while the vehicle is on the property or a vessel of the Authority. It is the customer's responsibility to operate the vehicle whenever it is moved under its own power, including driving the vehicle on and off the vessel. The Authority is not responsible in any way for the operation of the customer's motor vehicle, although on its Hyannis-Nantucket route only, the Authority will provide a customer with "drive-on/drive-off" services for his or her vehicle in accordance with Section 1 of Part H of this Handbook.
- 1.5 All passengers and their vehicles are subject to screening by the Authority for security purposes, in accordance with Part J of this Handbook. In addition, shippers of freight on trucks will be required to open their vehicles for inspection of contents, when requested by the Authority. The purpose of this additional inspection is not only to determine that no dangerous or prohibited articles have been accepted for transportation, but also to verify the description of the vehicle's contents if a higher rate might apply.
- 1.6 Vehicle engines must be turned off while the vessel is underway, and customers may not restart their engines until directed by a vessel crewmember.
- 1.7 Massachusetts law prohibits smoking anywhere in or upon any Authority vessel. All smoking materials (including but not limited to matches, cigars, cigarettes and pipes) must be extinguished prior to boarding.

*Part A – Terms and Conditions of Travel*

- 1.8 Massachusetts law also prohibits passengers from consuming alcoholic beverages aboard any Authority vessel other than those sold by the Authority's licensed concessionaire. Passengers are not allowed to bring alcoholic beverages on or off a vessel except for such beverages as they are transporting as personal baggage in unopened containers which may not be opened while the vessel is underway. Further, the Authority's licensed concessionaire may not serve alcoholic beverages to any passenger while the vessel is at dockside or prior to casting off. Nor may alcoholic beverages be served on trips of more than two hours to any passenger within one-half hour before the vessel docks.
- 1.8 The Authority will not be responsible for loss from theft or pilferage of freight or any other items carried in or on a customer's vehicle.
- 1.9 The Authority shall not be liable for any personal injuries (including death) or property damage or loss, or any expense caused directly or indirectly by war, atomic weapons, radioactive force, strikes, lock-outs, workers or other persons taking part in labor disturbances, riots, civil commotions, rebellions or insurrections.

**2. VEHICLE LIMITATIONS.**

**2.1 Height Limitations.**

The height of vehicles traveling on the Authority's vessels may not exceed:

2.1.1 Vehicles traveling on the *Nantucket*: 13 feet.

2.1.3 Vehicles traveling on all other vessels: 13 feet, six inches (although vehicles as high as 14 feet might be able to be carried on the freight boats under ideal tide conditions).

**2.2 Length Limitations.**

Unless specifically approved by a Truck Coordinator in the Authority's Mashpee Reservations Office (for vehicles with reservations) or the Terminal Agent at the departure terminal (for vehicles traveling without reservations), the length of vehicles traveling on the Authority's vessels may not exceed 74 feet, eleven inches (although vehicles exceeding 75 feet might be able to be carried on these vessels with the approval of the Terminal Agents at both the port of embarkation and the port of destination).

*Part A – Terms and Conditions of Travel*

2.2.1 Vehicles Longer than 65 Feet. Vehicles that exceed 65 feet in length must have two feet of ground clearance (they cannot be Low-boys). Otherwise they can only be accommodated under ideal tide conditions.

2.2.2 Oak Bluffs Terminal Length Restrictions. Vehicles traveling to Oak Bluffs may not exceed 65 feet, and vehicles traveling from Oak Bluffs may not exceed 60 feet.

**2.3 Width Limitations.**

Unless specifically approved by a Truck Coordinator in the Authority's Mashpee Reservations Office (for vehicles with reservations) or the Terminal Agent at the departure terminal (for vehicles traveling without reservations), the width of vehicles traveling on the Authority's vessels may not exceed:

2.3.1 At the Wheel Base: 9 feet, six inches.

2.3.2 Above the Wheel Base: 11 feet, six inches.

In addition, vehicles wider than 8 feet, six inches need to reserve and pay for a "double-width" space.

**2.4 Weight Limitations.**

Unless specifically approved by a Truck Coordinator in the Authority's Mashpee Reservations Office (for vehicles with reservations) or the Terminal Agent at the departure terminal (for vehicles traveling without reservations), the weight of vehicles traveling on the Authority's vessels may not exceed:

2.4.1 52,000 pounds for vehicles up to 30 feet long.

2.4.2 86,000 pounds for vehicles 30 feet or more in length.

Vehicles in excess of the above weights may be accepted for travel only if the customer complies with all conditions as may be required by the Authority for such travel. Heavy equipment with metal tracks must also provide plywood to drive on and off the vessel.

**2.5 Trailer Limitations.**

Because customers traveling on the *Gay Head*, the *Katama* and the *Sankaty* are generally required to back their vehicles onto or off of those vessels, the Authority



*Part A – Terms and Conditions of Travel*

strongly discourages customers with vehicles towing trailers (except tractor-trailers) from traveling on the *Gay Head*, the *Katama* or the *Sankaty*. Customers with vehicles towing trailers who choose to travel on any of those vessels will be responsible for loading and unloading their vehicles safely and quickly within the normal time constraints of the loading and unloading process. Failure to do so will result in the imposition of a drive-on/drive-off charge if the Authority elects to drive the vehicle and trailer on the customer's behalf under Section 1 of Part H of this Handbook (available on the Hyannis-Nantucket route only) or in the Authority's refusal to allow the customer to board the vessel with his or her vehicle and trailer (and, as a result, in the customer's forfeiture of his or her reservation and ticket).

### **3. RESTRICTED ARTICLES.**

#### **3.1 Shipment Weight and Dimensional Limitations.**

- 3.1.1 Acceptance of vehicle shipments is subject to gross weight and dimensional limitations established by the Authority, which may vary among vessels and ports. Shipments in excess of the weight and dimensional limitations will only be accepted upon prior arrangements with the Authority.
- 3.1.2 Pieces of machinery, and other cumbersome or heavy articles may be refused unless it has previously been ascertained that such pieces or articles can be safely and appropriately handled by the Authority.

#### **3.2 Vehicles Carrying Certain Commodities.**

Vehicles carrying garbage and/or trash, solid or liquid waste, septage, recyclable materials (including crushed vehicles), livestock (including live bees), agricultural products, fresh fish and/or shellfish (shucked or in the shell), construction demolition materials, or any other odorous or dangerous commodity will not be accepted for shipment unless the customer complies with the following conditions:

- 3.2.1 The shipments must be properly contained and covered so as to prevent spillage/leakage and to minimize odors.
- 3.2.2 Unless otherwise approved by the Authority in advance, the customer must provide a driver who shall be required to remain with the vehicle at all times.

*Part A – Terms and Conditions of Travel*

- 3.2.3 The customer shall be responsible for any and all clean-up or washdown charges associated with any accidental spillage or leakage.
- 3.2.4 The customer's reservations may be restricted or consolidated, at the Authority's sole discretion, to certain vessels and/or times of travel in order to minimize any inconvenience to the general public or other shippers.

**3.3 Vehicles Carrying Hazardous Materials.**

Vehicles carrying certain commodities, including but not limited to gasoline, heating oil, oxygen (compressed or liquid), propane, kerosene and other hazardous or flammable products, are required to travel only on certain restricted trips of the Authority's freight boats (generally called "hazardous cargo" trips). Vehicles carrying any such hazardous cargo will be accepted for transportation on such trips subject to and in accordance with the provisions of Part L of this Handbook, entitled "Hazardous Cargo."

**4. VEHICLE BOARDING PRIORITIES.**

**4.1 General Boarding Priorities.**

Except as provided in Sections 4.2 and 4.3 below, vehicles generally will be boarded onto the Authority's vessels in the following order of priority:

- 4.1.1 Vehicles with Reservations: Vehicles with reservations for a particular scheduled trip generally will be boarded first, in the order they arrive and check in at the departure terminal, subject to the following conditions:
  - (a) A customer with a vehicle reservation must arrive and check in at the departure terminal sufficiently in advance of the scheduled trip, which is generally thirty (30) minutes before the vessel's scheduled departure, with his or her reservation confirmation and proper identification readily available.
  - (b) At the Terminal Agent's discretion, a customer with a vehicle reservation who arrives later than thirty (30) minutes before the vessel's scheduled departure may still be boarded for that scheduled trip if the Authority has not yet finished loading all of the other vehicles for that trip and the boarding of the customer's vehicle does not otherwise affect the loading of the vessel. Moreover, no standby vehicles already selected for boarding will

*Part A – Terms and Conditions of Travel*

be “bumped” from a trip to allow the boarding of any vehicle with a reservation that arrives after the standby vehicles have been selected for boarding. Because it is somewhat unpredictable when that moment in the loading process will occur for any given trip, customers who arrive later than thirty (30) minutes before their scheduled departure do so at their own risk.

- (c) If a customer with a vehicle reservation is not boarded due to his or her late arrival at the departure terminal, the reserved space will be used for another vehicle(s), and the customer’s vehicle will only be able to travel on a standby basis with no priority over other standby vehicles.

4.1.2 Standby Vehicles. Vehicles traveling on a standby basis generally will be boarded second, in the order described in Section 5 below.

#### **4.2 Exceptions to General Boarding Priorities.**

4.2.1 Emergency Situations. An ambulance or a customer’s vehicle may be boarded on a preferential basis if it needs to be transported due to an “emergency situation,” in accordance with the provisions of the Authority’s Emergency Transportation Policy (see Section 4.3 below). In such an emergency situation, other vehicles with reservations may be “bumped” from their reserved trips in order to accommodate the ambulance or customer needing to travel on an emergency basis. Alternatively, the Terminal Agent may address the emergency situation by boarding the ambulance or the customer’s vehicle after boarding all vehicles with reservations but before boarding standby vehicles.

4.2.2 Disruptions in Service. In the event of a disruption in service, customers with reservations on cancelled trips may make new reservations or travel on standby status when service resumes. The Authority will endeavor to help those customers make new reservations at the terminal, even though the general public may not be able to make reservations at that time. In these situations, the Authority will also create a special standby line for customers holding reservations on cancelled trips; provided, however, that no special standby line will be created for customers holding reservations on cancelled trips from Nantucket (because there is no space available to accommodate standby vehicles at that terminal).

Note: Customers holding reservations for cancelled trips who elect to leave their cars in one of the Authority’s parking lots and return at a later date to pick up their vehicles will be issued vouchers for two calendar days of free parking and shall also be provided with free round trip passage for one person. (Thus, customers holding

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reservations on cancelled trips to the Island, regardless of whether they choose to make new reservations or travel on standby status, will be able to leave their vehicles in one of the Authority's parking lots, travel to the Island without their vehicles as soon as service resumes, and return to the mainland at a later date to pick up their vehicles.)

When service resumes, the Authority will board vehicles in the following order:

- (a) emergency vehicles (which, especially after an extended service disruption, may include vehicles such as utility service vehicles and trucks carrying the United State mail, food, gasoline, heating fuel, perishable products or other commodities needed on the island);
- (b) when warranted and at the Terminal Agent's discretion, customers who had reservations for cancelled trips and who need to travel without any further delay for their physical health or the physical health of animals traveling with them, in order to prevent medical emergencies from arising that cannot suitably be addressed at the port of embarkation;
- (c) customers left behind due to being displaced by emergency vehicles or by customers boarded to prevent medical emergencies;
- (d) customers holding reservations for the particular trip being loaded;
- (e) customers who had reservations for cancelled trips from the previous day(s), in the following order:
  - (i) at all terminals except for the Nantucket terminal, such customers will be boarded in the order they arrive and are placed in the special standby line, and
  - (ii) at the Nantucket terminal, such customers will be boarded starting with those who had reservations on the earliest cancelled trip and then those who had reservations on each successive cancelled trip (and within each cancelled trip, such customers will be boarded in the order in which they booked their reservation on that trip);

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- (f) customers who had reservations for cancelled trips earlier in the day, in the following order:
  - (i) at all terminals except for the Nantucket terminal, such customers will be boarded in the order they arrive starting with the first cancelled trip, and
  - (ii) at the Nantucket terminal, such customers will be boarded starting with those who had reservations on the earliest cancelled trip and then those who had reservations on each successive cancelled trip (and within each cancelled trip, such customers will be boarded in the order in which they booked their reservation on that trip); and
- (g) customers in the regular standby line, in the order described in Section 5 below. (Depending on the number of trips that were cancelled, it also may be necessary temporarily to close the regular standby line for those customers without reservations until normal operations resume.)

After resumption of normal operations, the Director of Terminals and Parking Facilities shall determine when there is no longer a need to have the special standby line for customers who had reservations for cancelled trips, and the special standby line shall be closed at that time. If any customers who had reservations for cancelled trips arrive after the closing of the special standby line, they shall be placed in the regular standby line with no special priority.

- 4.2.3 Other Circumstances. The Authority may board vehicles in a different order than generally set forth in Section 4.1 and/or Section 4.2 for other reasons, when warranted and at the discretion of the Terminal Agent. For example, the next vehicle to be boarded may not easily fit within the next available space, or a different order of boarding may improve the efficiency of the Authority's operations or ensure compliance with United States Coast Guard requirements. Also at the discretion of the Terminal Agent, food trucks that make multiple delivery stops on Nantucket may be given standby priority for the first freight trip from Hyannis to Nantucket if they have reservations on the next trip from Hyannis and also have return reservations for the same day. The Authority also may board vehicles in a different order when unusual circumstances (such as a road closure or excessive tide conditions) occur in an effort to minimize the amount of disruption and inconvenience to its customers on an equitable basis.

#### **4.3 Emergency Transportation Policy.**

In emergency situations, the Authority will allow the preferential boarding of an ambulance or a customer's vehicle in accordance with the following guidelines.

4.3.1 Definition of Emergency Situation. For the purposes of this policy, an emergency situation exists in the following circumstances:

- (a) An ambulance or a customer's vehicle needs to be transported from the island to the mainland without delay for emergency medical care which is not available on the island; or
- (b) A customer's vehicle needs to be transported from the island to the mainland without delay so that the patron can attend to a death or an unexpected serious illness or injury of a member of the patron's immediate family on the mainland.

4.3.2 Emergency Transportation of Ambulances. In order for the Authority to allow the preferential boarding of an ambulance, the ambulance company or hospital must contact the Terminal Agent as soon as possible after being apprised of the emergency situation to explain the ambulance's need for preferential boarding. The Terminal Agent shall then discuss with the ambulance company and/or hospital the alternatives for boarding that are available for the ambulance, and they shall agree upon the alternative most suitable for the emergency situation presented. When deciding how an ambulance should be boarded, the Terminal Agent generally shall observe the following guidelines:

- (a) An ambulance carrying an individual who needs emergency medical care shall be allowed to board immediately;
- (b) An ambulance traveling to pick up an individual who needs emergency medical care also shall be allowed to board immediately, unless the ambulance company or hospital agrees that traveling on a later vessel will not pose a risk of harm to the individual;
- (c) An ambulance returning to its port of origination after having carried an individual needing emergency medical care shall be allowed to board within a designated time period agreed upon between the ambulance company and the Terminal Agent, but will not necessarily be allowed to travel on the next departing vessel.

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4.3.3 Emergency Transportation of Customers' Vehicles. In order for the Authority to allow the preferential boarding of a customer's vehicle, the customer's attending physician (or, when the emergency involves a member of the customer's immediate family, the physician caring for the family member) or hospital or funeral home, as the case may be, must contact the Terminal Agent to explain the customer's need for preferential boarding. The Terminal Agent shall then discuss with the physician, hospital and/or funeral home the alternatives for transportation and boarding that are available for the customer, and they shall agree upon the alternative most suitable for the emergency situation presented. Suitable alternatives for transportation and boarding may include the following:

- (a) Immediate transportation and boarding of the customer by ambulance, which shall be encouraged by the Terminal Agent whenever there is a reasonable possibility that the customer may need medical care or monitoring while on board the vessel;
- (b) Immediate boarding of the customer's vehicle with or without accompanying medical personnel;
- (c) Boarding of the customer's vehicle within a designated time period; or
- (d) Transporting the customer to the mainland without his or her vehicle, after ascertaining that the customer will be provided with alternative means of transportation upon arrival there, in which event arrangements may also be made to transport the customer's vehicle to the mainland at a later time.

The Terminal Agent, in his or her discretion, may require the verification of any information submitted prior to, at the time of, or after the customer's arrival at the terminal. At a minimum, the Terminal Agent shall record the name, address and telephone number of the customer needing preferential boarding, as well as the physician, hospital and/or funeral home making the request. When requested, the Terminal Agent also shall inform the physician when the vessel carrying the customer has departed and, if the customer needs preferential boarding when returning to the island, shall advise the customer to contact the Authority's Mainland Reservations Office that purpose.

4.3.4 Provisions for "Bumping" Other Vehicles with Reservations. A Terminal Agent may refuse to board any customer's vehicle, whether or not that customer has a reservation for a particular trip, whenever it is necessary to board an ambulance or other vehicle in an emergency situation. In such a situation:



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- (a) The Terminal Agent shall first ask for volunteers, informing them when they will be transported if they agree to be "bumped" from that particular trip. If an insufficient number of customers volunteer to be "bumped" to meet the emergency situation, the Terminal Agent shall then "bump" the last vehicle(s) which checked in at the terminal for that particular trip.
- (b) The Authority shall refund each affected customer's one-way fare for both the "bumped" vehicle and its passengers. "Bumped" vehicles and their passengers shall travel at no charge and shall have priority for boarding on the next vessel leaving the terminal (except for vessels carrying hazardous cargo), and vehicles "bumped" as a result from that subsequent trip shall similarly be considered as having been "bumped" due to an emergency situation.

**5. VEHICLE STANDBY TRAVEL.**

**5.1 Vehicle Standby Travel on the Martha's Vineyard Route.**

- 5.1.1 Vehicle travel on a standby basis is generally not available on the Martha's Vineyard route during the Memorial Day Weekend, the Independence Day Holiday Week, the Labor Day Weekend, the Columbus Day Weekend, and on Fridays, Saturdays, Sundays and Mondays during the summer from late June through Labor Day.
  - (a) During these periods, only fifteen (15) vehicles of customers who are eligible for preferred reservations are accepted for standby travel at the Vineyard Haven and Woods Hole terminals each day (called the "Blue Line").
  - (b) Those few vehicles allowed to travel on a standby basis are generally boarded onto vessels after vehicles with reservations, as space becomes available and in the order that such standby vehicles arrive and check in at the terminal of departure (except as set forth in Section 5.3 below).
- 5.1.2 On all other days than those set forth in Section 5.1.1 above, vehicle travel on a standby basis is available on the Martha's Vineyard route. On such standby days, vehicles traveling on a standby basis are generally boarded onto vessels after vehicles with reservations, as space becomes available and in the order that such standby vehicles arrive and check in at the terminal of departure (except as set forth in Section 4.2 or Section 4.3 above, or in Section 5.3 below).



- 5.1.3 Standby vehicles that are not transported by the end of the day are required to leave the Authority's property when the terminal closes for the night, and they are not given any priority for boarding the following day.

**5.2 Vehicle Standby Travel on the Nantucket Route.**

- 5.2.1 Standby Availability. Vehicle travel on a standby basis is available on the Nantucket route every day of the year, subject to and in accordance with the provisions of this Section 5.2.
- 5.2.2 Rental Cars. No more than five rental cars unaccompanied by a customer will be carried on any vessel unless all other vehicles waiting to be transported, including standby vehicles, are loaded onto the vessel; nor will any rental cars that are left for shipment be transported before any other standby vehicles.
- 5.2.3 Standby Procedures. The following procedures apply to standby vehicles traveling between Hyannis and Nantucket:
- (a) Customers who desire to travel with their vehicles on a standby basis on the next available trip from the Hyannis terminal are required to go in person to the terminal and place their names on the standby list, while customers desiring to travel on a standby basis from the Nantucket terminal may either call or go in person to the Nantucket terminal to place their names on the standby list.
  - (b) The Authority will accept a customer's name for placement on the standby list in the order received (except that the Authority reserves the right not to accept Nantucket terminal standby telephone requests from customers who have abused this policy in the past). In order to place his or her name on the standby list, a customer must provide the Authority with the following information:
    - (i) name;
    - (ii) size and license plate number of the vehicle that is traveling;
    - (iii) whether the customer already has a reservation to travel with that vehicle (and, accordingly, whether the customer is attempting to travel earlier than the time of the reserved trip) and, if so, the reservation number;

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- (iv) whether the customer will be using the Authority’s “drive-on/drive-off” services for the vehicle that is traveling; and
  - (v) even if the customer is not planning to use the Authority’s “drive-on/drive-off” services, whether he or she would elect to use them if it were to result in the customer’s vehicle being able to travel sooner on a “hazardous cargo” trip.
- (c) Upon placing a customer’s name on the standby list, the Authority will provide the customer with a “standby slip” that will have the customer’s standby number and date on it. The standby slip will also have the address of the Authority’s website page on which the terminal’s current vehicle standby status will be posted (and stating which customers with specified standby numbers and dates should arrive at the terminal by a certain time), as well as the Authority’s telephone number that the customer alternatively can call to obtain the same information. Once a customer receives his or her standby slip:
- (i) Nantucket terminal: Unless the customer is informed by the Authority that he or she should remain at the terminal for possible travel on the next scheduled trip, the customer must depart with his or her vehicle from the Nantucket terminal. (No spaces are available to accommodate standby vehicles at that terminal, and therefore there is no physical vehicle standby line there.) Thereafter, the customer must regularly check the Authority’s website and/or call the Authority’s telephone number set forth on his or her standby slip to find out what time the customer must return to the terminal for possible travel on a standby basis. It is the customer’s responsibility to return to the terminal at the appropriate time, and the customer’s failure to do so will result in the customer forfeiting his or her place and being dropped from the standby list.
  - (ii) Hyannis terminal: If the terminal is then able to accommodate the parking of standby vehicles of customers using the Authority’s “drive-on/drive-off” services, the customer may leave his or her vehicle at the terminal and it will be transported by the Authority on a standby basis on the next available trip. Otherwise, the customer may depart with his or her vehicle from the terminal instead of waiting there for the next available trip. Thereafter, however, the customer must regularly check the Authority’s website and/or call the Authority’s telephone number set forth on

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his or her standby slip to find out what time the customer must return to the terminal potentially to travel on a standby basis. It is the customer's responsibility to return to the terminal at the appropriate time, and the customer's failure to do so will result in the customer forfeiting his or her place and being dropped from the standby list.

- (d) The Authority will update the standby information on its website and telephone voicemail greeting promptly after the departure of each trip. The website and telephone voicemail greeting will also inform customers when the next update is expected to be issued.
- (e) Customers who are required to return to the terminal at a particular time are not guaranteed travel on the next scheduled trip, as the Authority generally will require more standby customers to return to the terminal than can be accommodated on the next trip, to take into account the possibility that other customers with reservations may fail to arrive for their reserved trips. Vehicles traveling on a standby basis are generally boarded onto vessels after vehicles with reservations, as space becomes available and in the order that such standby vehicles are on the standby list for each terminal (except as set forth in Section 4.2 or Section 4.3 above, or in Section 5.3 below).
- (f) Once a customer is placed on the standby list, he or she must travel on the first trip that is available to the customer on a standby basis. Customers may not change their placement on the standby list except to forfeit their place and be placed at the end of the list. Nor may any customers exchange their places on the list with any other customers.
- (g) Except for those customers who have forfeited their place on the standby list, customers whose vehicles have not been transported by the end of the day retain their place on the standby list for the following day. In addition, standby vehicles parked at the Hyannis terminal are not subject to any parking charges while they remain on the standby list.

**5.3 Preferential Boarding of Certain Customers Traveling on Standby.**

The Authority allows the preferential boarding of vehicles of certain customers traveling on standby in accordance with the following guidelines:

5.3.1 Persons Eligible for Preferential Boarding.

- (a) Individuals with disabilities who are traveling on a standby basis and who must travel with their vehicles due to their disabilities are eligible for preferential boarding of their vehicles in accordance with this section. An individual with a disability may need to travel with his or her vehicle for a number of reasons, including but not limited to the need to travel with a motorized wheelchair or an adequate oxygen supply or other equipment that the individual needs due to the individual's disability.
- (b) Individuals who are traveling for medical reasons are eligible for preferential boarding of their vehicles ahead of other standby customers, but **only** if (i) they have an urgent need to travel without additional delay because they are in severe pain, distress or discomfort; or (ii) the failure to provide them with preferential boarding would create a potential for deterioration or instability in their physical condition or would otherwise jeopardize their care.

NOTE: Individuals traveling on standby for routine medical or dental care are not eligible for preferential boarding of their vehicles. Eligible customers may obtain "preferred spaces" for this purpose in accordance with the provisions of Part F, "Special Reservation Programs," Section 3.5.

5.3.2 Authority Employees Responsible for Making Determinations.

The determination of whether a customer's vehicle should receive preferential boarding under this policy shall be made by:

- (a) the Supervisor on duty at the Mashpee Reservations Office, when preferential boarding is being requested during the Mashpee Reservations Office's regular business hours; or
- (b) the Terminal Agent, when a Supervisor on duty at the Mashpee Reservations Office is not available.

5.3.3 Preferential Boarding of Vehicles.

In order for the Authority to allow the preferential boarding of an individual's vehicle under this policy, the individual or the individual's attending physician or other person accompanying the individual, as the case may be, must contact the Mashpee Reservations Supervisor on duty or the Terminal Agent, as the case may be, to explain the need for the preferential boarding of the individual's vehicle. The Supervisor or Terminal Agent shall then discuss with the individual, physician and/or

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person the alternatives for transportation and boarding that are available, and they shall agree upon the alternative most suitable for the situation presented. Suitable alternatives for transportation and boarding may include the following:

- (a) Placing the individual's vehicle at the front of the standby line, or in another preferential place in the standby line, with or without accompanying passengers;
- (b) Boarding the individual's vehicle within a designated time period; or
- (c) Transporting the individual without his or her vehicle, after ascertaining that the individual will be provided with alternative means of transportation upon arrival, in which event arrangements may also be made to transport the individual's vehicle at a later time.

The Supervisor or Terminal Agent, in his or her discretion, may require the verification of any information submitted prior to, at the time of, or after the individual's arrival at the terminal. At a minimum, the Supervisor or Terminal Agent shall record the name, address and telephone number of the individual needing preferential boarding, as well as the person making the request.

**6. PASSENGER TRAVEL.**

**6.1 General Provisions Governing Passenger Travel.**

- 6.1.1 The Authority at its sole judgment and discretion may refuse passage to anyone except on such conditions as may be required by the Authority. The Authority without notice may cancel any sailing or limit the number of passengers allowed on any sailing. The Authority may also refuse passage to individuals if the carrying capacity of a vessel is reached before sailing time.
- 6.1.2 Unless specifically authorized by the vessel's Captain or the Terminal Agent, passengers are prohibited from walking onto or off of a vessel by means of the vehicle transfer bridge. Passengers must use the passenger ramp to board and disembark the vessel.
- 6.1.3 No passengers are allowed to stand on any stairs of a vessel or at the top of any vessel stairwell while the vessel is approaching or docking at a terminal.

**6.2 Passenger Boarding Priorities.**

- 6.2.1 All passengers traveling in a vehicle with a reservation shall have boarding priority over passengers traveling in standby vehicles and walk-on passengers.
- 6.2.2 All passengers traveling in a vehicle traveling on a standby basis shall have boarding priority over walk-on passengers.

**6.3 Baggage.**

- 6.3.1 Passengers may travel with items of personal baggage at no additional charge, except for bicycles, surfboards (including wind surfboards) and other large objects for which a fare may be charged. Passengers may be required to place some or all of their baggage on luggage carts for passenger safety and convenience. The Authority assumes no responsibility for any baggage placed on any luggage carts, which are provided at no additional charge.
- 6.3.2 Firearms, other weapons, explosives, incendiaries and other dangerous articles will not be accepted for transportation except as specifically provided in Part J of this Handbook.
- 6.3.3 No baggage may be left unattended or placed on any passenger seat or table.
- 6.3.4 The Authority shall not be liable for damage to or loss of personal baggage or property except in the case of the negligence of the Authority or its employees.

**6.4 Pets.**

- 6.4.1 Pets of a passenger are carried free, but must be accompanied by the passenger who is responsible for their care and conduct during the passage. Owners are required to clean up after their pets.
- 6.4.2 All pets must be kept on a leash or in a container, and must be under the control of the passenger at all times. Unruly pets must be escorted away.
- 6.4.3 No pets (except for service assistance animals) are allowed in any food service area.
- 6.4.4 No pets are allowed on any passenger seat or table.

## **B. PASSENGER FARES**

This Part B describes the Authority's policies regarding the various types of passenger fares it offers to the traveling public. These include:

- The Authority's conditions of travel that apply to all individual fares, and its eligibility requirements for certain discounted individual fares offered to children, senior citizens, individuals with disabilities, legally blind passengers, military service personnel, and island public officials traveling on official governmental business (Sections 1 and 2).
- The Authority's eligibility requirements for its discounted regular group fares and student group fares, and the conditions applicable to travel under those fares (Section 3).
- The Authority's eligibility requirements for its discounted ticket books, including its General 10-Ride Ticket Book, its High-Speed Ferry 10-Ride Ticket Book, its Commuter 46-Ride Calendar Month Ticket Book, its 10-Ride Ticket Books for students, senior citizens, children and individuals with disabilities, as well as the conditions applicable to travel by means of any of those ticket books (Section 4).
- The circumstances in which the Authority is required to collect a "ferry passenger embarkation fee" in addition to each passenger fare charged to a customer (Section 5).

### **1. REGULAR INDIVIDUAL FARES.**

#### **1.1 Conditions Applicable to All Regular Individual Fares.**

- 1.1.1 Tickets are transferable among individuals who are eligible for the fare charged. However, only the original purchaser of an unused ticket may receive a refund for the ticket in accordance with and subject to the provisions of Part I of this Handbook.
- 1.1.2 Each ticket is valid for one-way passage in either direction between the ports designated on the ticket.
- 1.1.3 Each ticket is valid for passage only if used within one year from the date the ticket is sold.

**1.2 Types of Regular Individual Fares.**

**1.2.1 Adult Fares.**

Individuals who are thirteen (13) years of age or over are charged the adult fare, unless eligible for a lower fare.

**1.2.2 Children Fares.**

Children who are five (5) years of age or over and under thirteen (13) years of age are charged the child fare, unless eligible for a lower fare, but must be accompanied by an adult (a person 13 years of age or older) who is responsible for their care and conduct during the passage.

**1.2.3 Infants.**

Children under five (5) years of age are carried free, but must be accompanied by an adult (a person 13 years of age or older) who is responsible for their care and conduct during the passage.

**2. DISCOUNTED INDIVIDUAL FARES.**

**2.1 Conditions Applicable to All Discounted Individual Fares.**

- 2.1.1 Tickets are nontransferable and valid only for transportation of the passenger for whom originally purchased.
- 2.1.2 Each ticket is valid for one-way passage in either direction between the ports designated on the ticket.
- 2.1.3 Each ticket is valid for passage only if used within one year from the date the ticket is sold.
- 2.1.4 Eligible individuals may not purchase more than two one-way discounted fare tickets at a time.



## **2.2 Types of Discounted Individual Fares.**

### **2.2.1 Senior Citizen Fares.**

Individuals who are sixty-five (65) years of age or over are charged the senior citizen fare under the following conditions:

- (a) The individual must be a year-round or seasonal resident of Martha's Vineyard or Nantucket, or a year-round resident of Barnstable or Falmouth. An individual is considered to be a “resident” of a particular location if he or she has a “settled place of abode” there.
- (b) In order to receive this fare, an individual must provide either:
  - (i) a driver’s license or other government-issued identification showing his or her birth date (for proof of age) and residential address (for proof of residency in one of the above communities); or
  - (ii) his or her Senior Discount Travel Card issued by the Authority’s Group Sales Office.

The Authority’s Group Sales Office issues Senior Discount Travel Cards to eligible individuals upon application and appropriate documentation demonstrating their eligibility for this fare. Such documentation may include, but is not limited to, two or more telephone, water, electricity, cable/satellite or other similar utility bills issued to an individual within the last thirty days with an address in the appropriate community.

### **2.2.2 Individuals with Disabilities.**

Individuals with disabilities may apply to the Authority’s Group Sales Office for a “Steamship Authority Transportation Access Pass” which, when approved and issued by the Authority, entitles the holder to a discounted fare upon its presentation with appropriate identification to a ticket seller. In order to be eligible for a “Steamship Authority Transportation Access Pass,” an individual must complete and submit an application for the pass in the form provided by the Authority (with certification from a licensed health care professional, if necessary) demonstrating that the individual:

- (a) has a permanent physical disability that substantially limits one or more of the individual’s major life activities affecting the individual’s mobility or coordination; or

- (b) suffers from a serious, long-term mental illness, or is a current recipient of services through the Massachusetts Department of Mental Health or the Massachusetts Department of Developmental Services; or
- (c) is a veteran with a disability rating of 70% or greater.

2.2.3 Legally Blind Passengers.

Any passenger who is legally blind travels for free with an identification from either the Massachusetts Commission for the Blind or a similar agency of another State. If the passenger is accompanied by a helper or companion, the helper or companion also travels for free.

2.2.4 Furlough Fares.

Individuals are charged the furlough fare under the following conditions:

- (a) The individual must provide an active service card showing that he or she is serving in the United States Army, Navy, Air Force, Marine Corps or Coast Guard (including cadets, midshipmen and nurses of the above services), and also must be traveling at his or her own expense (either in uniform or in civilian clothes) while on official leave, furlough or pass.
- (b) Reservists are also eligible for this furlough fare if they provide their Reserve card showing that they are members of a Reserve Unit and if they are also traveling in uniform at their own expense to or from non-paid reserve training activities (or, if not in uniform, they provide their orders to report for training activities demonstrating that they are traveling for this purpose).

2.2.5 Island Public Officials Traveling on Official Governmental Business.

Officials and regular employees of the towns and counties of Nantucket and Martha's Vineyard (but not consultants or other individuals doing business with a town or county who are not town or county officials or regular employees), when traveling on official governmental business, are charged fifty percent (50%) of the regular individual fare in accordance with and subject to the following conditions:

- (a) Eligible individuals must present an approved travel voucher that:
  - (i) identifies the individual(s) who is traveling on behalf of the particular town or county;

- (ii) describes the purpose and reason for the trip in specific detail; and
- (iii) is signed by an authorized official of the town or county on whose behalf the individual(s) is traveling.

For towns, the official who is authorized to sign the voucher is the Chairman of the town's Board of Selectmen. For counties, the authorized official is the Chairman of the County Commissioners. (In the absence or incapacity of the Chairman, the voucher may be authorized and signed by any other member of the Board of Selectmen or any other County Commissioner, as the case may be.) The authorizing official must personally sign each voucher. Facsimile or signature stamps will not be accepted.

- (b) The port embarkation fee (see Section 5 of this Part A) will apply to all individuals traveling under this fare.
- (c) Charges for transportation provided under this fare will be billed to the respective town or county on a weekly basis and payment is due within thirty (30) days upon receipt of statement.

### **3. GROUP FARES.**

#### **3.1 Conditions Applicable to All Group Fares.**

- 3.1.1 All individuals in the group must travel together on the same dates and trips from point of origin to destination and return.
- 3.1.2 One person in the group must be designated as the individual responsible for picking up the tickets for the group and for coordinating all other aspects of the group's travel.
- 3.1.3 Group fare tickets may be purchased for either one-way passage or round-trip passage.

### **3.2 Types of Group Fares.**

#### **3.2.1 Regular Group Fares.**

Twenty (20) or more individuals must travel together as a group in order for the individuals to be eligible for a regular group fare.

#### **3.2.2 Student and Youth Group Fares.**

Individuals traveling as a group for student-related travel in connection with an event authorized by an Island school or a recognized Island youth group are charged the student group fare under the following conditions:

- (a) The following individuals are eligible for a student group fare:
  - (i) Individuals for whom the involved school department is responsible financially.
  - (ii) Community competitive youth sports teams (such as little league, youth hockey, soccer, football and swim teams) for travel related to an event in which an Island team is participating.
  - (iii) Individuals traveling in Island Boy Scout, Girl Scout or 4-H Club groups.
  - (iv) Students (and adults accompanying them) traveling on a repetitive basis for academic, cultural, musical or athletic purposes.

Such individuals are generally limited to the student participants, coaches, chaperones, parents and spectators.

- (b) Ten (10) or more individuals must travel together as a group in order for the individuals to be eligible for this student group fare; except that the Authority's Group Sales Office in advance may authorize a particular student group to travel under a student group fare with less than ten (10) individuals. A list of all student groups that have received such advance authorization shall be maintained at all of the Authority's terminals.
- (c) The Authority may charge different fares for students and adults traveling under a student group fare; except that all individuals for whose travel a school department is financially responsible will be charged the applicable student fare.

**4. TICKET BOOKS.**

**4.1 Conditions Applicable to All Ticket Books.**

- 4.1.1 Each coupon in a ticket book is valid for one-way passage in either direction between the destinations designated in the ticket book.
- 4.1.2 The entire ticket book must be presented at each time of passage, at which time a coupon shall be detached by the Authority ticket collector for one-way passage. Detached coupons will not be valid for passage.
- 4.1.3 The coupons in a ticket book are valid for passage only during the following time periods:
  - (a) The coupons in a 46-ride calendar month ticket book are valid for passage only during the calendar month for which the ticket book is sold.
  - (b) The coupons in any 10-ride ticket book for passage between Woods Hole and Martha's Vineyard are valid for passage only within one year from the end of the month in which the ticket book is sold. Thus, a 10-ride Woods Hole/Martha's Vineyard ticket book sold on May 1, 2009 will expire on May 31, 2010. (There is no expiration date for coupons in 10-ride ticket books for passage between Hyannis and Nantucket.)

**4.2 Types of Ticket Books.**

**4.2.1 General 10-Ride Ticket Books.**

- (a) General 10-ride ticket books are valid for passage on the Authority's traditional ferries (*i.e.*, the larger passenger/vehicle ferries and the freight boats).
- (b) General 10-ride ticket books are transferable, and multiple coupons from the same ticket book may be used for travel for different passengers on the same trip.

#### 4.2.2 High-Speed Ferry 10-Ride Ticket Books.

- (a) High-speed ferry 10-ride ticket books are valid for passage on the Authority's high-speed ferry between Hyannis and Nantucket.
- (b) High-speed ferry 10-ride ticket books are transferable, and multiple coupons from the same ticket book may be used for travel by different passengers on the same trip.
- (c) High-speed ferry 10-ride ticket books are available in either paper or electronic form.

#### 4.2.3 46-Ride Calendar Month Ticket Books.

46-ride calendar month ticket books are nontransferable and valid only for transportation of the passenger for whom originally purchased. There are also further discounted 46-ride calendar month ticket books for secondary school students (but not for faculty members or college students); provided that the books are purchased by a secondary school for use by individual students. Those ticket books similarly are nontransferable and valid only for transportation of the secondary school student for whom it is originally purchased.

#### 4.2.4 Student 10-Ride Ticket Books.

Student 10-ride ticket books are sold on the following conditions:

- (a) Only individuals who are residents of Martha's Vineyard or Nantucket and who are full-time students at an off-island school are eligible for these ticket books. In order to qualify, an individual must submit an application together with a copy of a valid student identification card, current semester course schedule, and verification of island residence.
- (b) Student 10-ride ticket books are nontransferable and valid only for transportation of the passenger for whom originally purchased.

#### 4.2.5 Senior Citizen 10-Ride Ticket Books.

Senior citizen 10-ride ticket books are sold on the following conditions:

- (a) Senior citizen 10-ride ticket books are sold only to those individuals who are eligible for a senior citizen fare under Section 2.2.1 of this Part B and who present the appropriate identification or Senior Discount Travel Card required under that section to receive a senior citizen fare. The Authority's Group Sales Office

issues Senior Discount Travel Cards to eligible individuals upon application and appropriate documentation demonstrating their eligibility for a senior citizen fare.

- (b) Senior citizen 10-ride ticket books are only transferable between the passengers who purchase the ticket books and their spouses who are similarly eligible for the senior citizen fare under Section 2.2.1 of this Part B. A maximum of two coupons from the same book may be used for travel on the same trip.
- (c) Eligible senior citizens may also purchase senior citizen 10-ride ticket books for travel on the Authority's high-speed ferry. These senior citizen high-speed 10-ride ticket books have the same restrictions as the other senior citizen 10-ride ticket books, but are available in either paper or electronic form.

#### 4.2.6 Children 10-Ride Ticket Books.

- (a) Customers may purchase 10-ride ticket books that may be used for passage by children who are five (5) years of age or over and under thirteen (13) years of age, provided they are accompanied by an adult (a person 13 years of age or older) who is responsible for their care and conduct during the passage.
- (b) Coupons from children 10-ride ticket books are transferable among eligible children, and multiple coupons from the same ticket book may be used for travel by different eligible children on the same trip.
- (c) Customers may also purchase children 10-ride ticket books that may be used for passage by children on the Authority's high-speed ferry. These children high-speed 10-ride ticket books have the same restrictions as the other children 10-ride ticket books, but are available in either paper or electronic form.

#### 4.2.7 10-Ride Ticket Books for Individuals with Disabilities.

10-ride ticket books for individuals with disabilities are sold on the following conditions:

- (a) 10-ride ticket books for individuals with disabilities are sold only to those individuals who have a "Steamship Authority Transportation Access Pass" under Section 2.2.2 of this Part B.

- (b) 10-ride ticket books for individuals with disabilities are nontransferable and valid only for transportation of the passenger for whom originally purchased.
- (c) Individuals with disabilities may also purchase 10-ride ticket books for travel on the Authority's high-speed ferry. These high-speed 10-ride ticket books for individuals with disabilities have the same restrictions as the other 10-ride ticket books for individuals with disabilities, but are available in either paper or electronic form.

#### 4.2.8 High-Speed Ferry 10-Ride Ticket Books for Frequent Medical Travel.

Nantucket residents who require frequent medical treatment on the mainland may purchase high-speed ferry 10-ride ticket books at fifty percent (50%) of the price of the applicable 10-ride electronic ticket book price on the following conditions:

- (a) The eligible resident must have at least ten (10) scheduled medical appointments over a three-month period for the same medical condition.
- (b) Reservations at this reduced price must be requested and arranged through the Reservation Manager or a Supervisor at the Mashpee Reservation Office.
- (c) The eligible resident must provide supporting documentation from a doctor or medical office.

### 5. EMBARKATION FEES.

Fares established by the Authority do **not** include any applicable "ferry passenger embarkation fee" imposed by the towns of Barnstable, Falmouth, Nantucket, Oak Bluffs and Tisbury under St. 2003, c.46, §129, as amended by St. 2003, c.55, §11 and St. 2004, c.65, §§44-47. In accordance with those statutes, a fifty (50) cent embarkation fee will be added to each passenger fare charged for travel originating in any of those towns; provided, however, that commuter excursion fares and school-related fares are exempt from this embarkation fee. For the purposes of determining whether a commuter excursion fare is exempt from the embarkation fee, "commuter fare" means any fare paid for through the purchase of a book of multiple tickets or through the Authority's Islands Preferred Excursion Program.



## **C. NON-COMMERCIAL VEHICLE FARES**

This Part C describes the Authority's policies regarding the various types of non-commercial vehicle fares it offers to the traveling public. These include:

- The Authority's eligibility requirements for "non-commercial" vehicles for the purposes of such fares (Section 1).
- The Authority's policies regarding its regular automobile fares (Section 2), its multiple-trip automobile ticket books (Section 3), and its passenger group vehicle fares (Section 5).
- The Authority's eligibility requirements for its discounted excursion fares for non-commercial round-trip travel originating on one of the Islands, the items included in such excursion fares, and the special restrictions that apply to excursion fare travel (Section 4).
- The Authority's eligibility requirements for its discounted fares for island public officials traveling on official governmental business, as well as the conditions applicable to travel under those fares (Section 6).

### **1. ELIGIBILITY.**

#### **1.1 Non-Commercial Vehicles.**

The following vehicles are considered to be "non-commercial" vehicles for the purposes of this Part C:

- 1.1.1 Any passenger automobile (or other vehicle) that is less than 20 feet in length, designed and equipped primarily for carriage of passengers and not registered as a commercial vehicle.
- 1.1.2 Any vehicle less than 22 feet in length that is traveling on an excursion fare (see Section 4 of this Part C) regardless of whether it is registered as a commercial or non-commercial vehicle.

#### **1.2 Motorcycles and Other Transported Items.**

Fares for the transportation of motorcycles, bicycles, mopeds, golf carts, surfboards (including windsurfboards) and other large items are established by the Authority at its discretion, and tickets for the transportation of such items can be purchased on the day of sailing at any ferry terminal.

- 1.2.1 Any such item must be accompanied by an adult who is responsible for the item.
- 1.2.2 Fares for the transportation of such items do not include transportation for the persons accompanying them. Passenger fares are covered under Part B of this Handbook.
- 1.2.3 The fare for a motorcycle with a side car or trailer shall be greater than the fare for a motorcycle without a side car or trailer, in accordance with the fares established by the Authority.

**1.3 Commercial Vehicles.**

All other vehicles (namely, those vehicles not described in Section 1.1 or Section 1.2 above) are considered to be “commercial” vehicles regardless of whether they are registered as commercial or non-commercial vehicles. Vehicle fares for commercial vehicles are governed by the provisions of Part D of this Handbook.

**2. REGULAR AUTOMOBILE FARES.**

**2.1 Items Included in the Regular Automobile Fare.**

A regular non-commercial automobile fare is for the transportation of the vehicle and its load, if any. The fare does not include transportation for the vehicle’s driver or any other passengers.

**2.2 Fares for Automobiles Are Based Upon Length.**

The fare for an automobile whose length is greater than 17 feet shall be greater than the fare for an automobile whose length is 17 feet or less, in accordance with the fares established by the Authority.

**2.3 Extended Loads Included in the Length of Vehicles.**

An automobile’s length includes any load on the vehicle extending beyond the vehicle’s front or rear bumper (including but not limited to a bicycle rack).

**2.4 Additional Charge for Trailer.**

The Authority charges an additional fare for any trailer towed by an automobile. Such additional fares are in such amounts as are established from time to time by the Authority, but the total fare for an automobile and trailer shall not exceed the applicable commercial vehicle fare for a vehicle of their combined length, as determined under the provisions of Part D of this Handbook.

**2.5 Wide Loads and Wide Vehicles Charged Double the Applicable Fare.**

Automobiles that are more than 8 feet, six inches (8', 6") wide or are carrying loads that are more than eight feet, six inches (8', 6") wide are charged double the fare that is otherwise applicable to a vehicle of its length.

**2.6 No Additional Charge Based Upon the Height of a Vehicle.**

There shall be no additional charge based upon the height of a vehicle. However, vehicles over 6 feet, 6 inches in height may be restricted to particular vessels, trips, or spaces in vessels.

**3. MULTIPLE-TRIP NON-COMMERCIAL AUTOMOBILE TICKET BOOKS.**

The Authority issues multiple-trip ticket books for non-commercial vehicles in accordance with fares established by the Authority. Each coupon in a ticket book is valid for one-way passage in either direction between the destinations designated in the ticket book.

**3.1 Additional Charge for Automobiles Longer than 20 Feet.**

A customer using a multiple-trip automobile ticket book for the transportation of a non-commercial automobile whose length is greater than 20 feet shall be required to pay an additional charge for each trip, in accordance with the fares established by the Authority.

**3.2 Ticket Book Restrictions.**

3.2.1 The use of a ticket book is restricted to no more than two passenger automobiles with common ownership whose registration numbers have been electronically recorded at the time of the ticket book's issuance.

- 3.2.2 Passengers traveling on a group fare may not pay for their vehicle's transportation by means of a multiple-trip automobile ticket book.

**3.3 Time Restrictions for the Use of a Ticket Book.**

The coupons in a multiple-trip automobile ticket book are valid for transportation only during the following time periods:

- 3.3.1 The coupons in a 10-trip automobile ticket book for trips between Woods Hole and Martha's Vineyard are valid for transportation only within one year from the date the ticket book is sold.
- 3.3.2 The coupons in a 6-trip automobile ticket book for trips between Hyannis and Nantucket that are sold at a price that reflects a discount from the Authority's regular automobile fare for vehicles less than 17 feet in length are valid for transportation within two years from the date the ticket book is sold.
- 3.3.3 The coupons in a 6-trip automobile tick book for trips between Hyannis and Nantucket that are sold at a price that reflects no discount from the Authority's regular automobile fare for vehicles less than 17 feet in length have no expiration date.

**4. EXCURSION FARES.**

Non-commercial vehicles originating from either Martha's Vineyard or Nantucket and traveling on a round-trip basis are eligible for island-to-mainland round-trip excursion fares in accordance with and subject to the following conditions.

**4.1 Eligibility Requirements.**

- 4.1.1 Any resident of Martha's Vineyard or Nantucket is eligible for an "excursion" fare when traveling with a vehicle that is registered at an address on Martha's Vineyard or Nantucket to the resident or someone else in the resident's household.
- 4.1.2 In order to receive this fare, an individual must:
- (a) have his or her name be contained in the most recent official list prepared by a town on Nantucket or Martha's Vineyard pursuant to Mass. G.L. c. 51, §§ 4-7, of persons residing in that town (the town's so-called "Street List"), or provide the Authority with a

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certificate from the Town Clerk of a town on Nantucket or Martha's Vineyard, pursuant to Mass. G.L. c. 50, § 8, certifying that, although the individual's name was omitted from that town's most recent Street List, the individual since has established his or her right to be listed in that Street List; and

- (b) provide to the Authority a copy of his or her Massachusetts driver's license or other government-issued identification showing his or her residential address on Martha's Vineyard or Nantucket; and
- (c) provide to the Authority a copy of the registration of each vehicle that will be used by the individual for travel under an excursion fare, in accordance with the provisions of Section 4.4 below.

Upon approval of the above documentation, the Authority will issue the customer a Profile number which must be referred to when purchasing any ticket or making any reservation for travel on an excursion fare.

- 4.1.3 A customer will continue to be eligible for excursion fares until the end of the second calendar year after his or her Profile number is issued, at which time the customer must renew his or her Profile account. The Authority will notify each customer of the need to renew his or her Profile account at least one month prior to its expiration.

**4.2 Items Included in an Excursion Fare.**

**4.2.1 Automobiles.**

An excursion fare for an automobile is for the transportation of the vehicle and its load, if any. The fare also includes transportation for up to two adults and two children who are passengers in the automobile. The children must be twelve (12) years of age or younger. No additional passengers are included in the excursion fare.

**4.2.2 Motorcycles.**

An excursion fare for a motorcycle is for the transportation of the motorcycle and its load, if any. The fare also includes transportation for the motorcyclist and one other individual traveling with the motorcycle.

**4.2.3 Livestock.**

An excursion fare for a livestock vehicle or vehicle and livestock trailer combination is for the transportation of the vehicle, trailer, livestock, and

up to two adults and two children who are passengers in the vehicle. The children must be twelve (12) years of age or younger. No additional passengers are included in this excursion fare.

#### **4.3 Additional Charge for Longer Vehicles.**

##### **4.3.1 Automobiles Longer than 20 Feet.**

The fare for a vehicle traveling on an excursion fare whose overall length (including any extended loads) is greater than 20 feet (provided that it is less than 22 feet) shall be greater than the fare for an automobile traveling on an excursion fare whose overall length is 20 feet or less, in accordance with the fares established by the Authority.

##### **4.3.2 Livestock Vehicles Longer than 40 Feet.**

The livestock excursion fare for vehicles or vehicle/trailer combinations whose overall length (including any extended loads) is 40 feet or greater shall be greater than the livestock excursion fare for vehicles or vehicle/trailer combinations whose overall length is less than 40 feet, in accordance with the fares established by the Authority.

#### **4.4 Excursion Fare Travel Restricted to Specific Vehicles.**

4.4.1 An eligible customer may travel on excursion fares only with those vehicles that are specifically listed in his or her Profile account as being registered at an address on Martha's Vineyard or Nantucket to persons living in the customer's household, except that:

- (a) a vehicle may be registered to the customer's business with an island address if the customer provides the Authority with a copy of the current coverage selection page of the vehicle's insurance policy;
- (b) a vehicle may be registered to a company that is leasing the vehicle to the customer if the customer provides the Authority with copies of both the current coverage selection page of the vehicle's insurance policy and the customer's lease agreement for the vehicle showing the customer's island residential address;

4.4.2 All vehicles traveling on excursion fares must be under 22 feet overall length (including extensions). Vehicles eligible for excursion fare travel include automobiles, motorcycles (with or without side cars), livestock vehicles (with or without a trailer), campers and commercially registered

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vehicles under 22 feet overall length. Vehicles under 22 feet overall length traveling with a trailer may still be eligible for excursion fare travel, but if the combined overall length of the vehicle and trailer exceeds 22 feet, the trailer will be charged a regular fare (see Section 2.4 of this Part C) in addition to the vehicle's excursion fare.

- 4.4.3 Only the vehicle whose registration number appears on the excursion fare ticket will be allowed to travel on the trip for which the ticket was issued.
- 4.4.4 The individual traveling on an excursion fare must use the same vehicle on each segment of the round trip, unless the Authority specifically approves the customer's use of a different vehicle on the trip's return segment. Such approval generally will be granted if the different vehicle is a newly purchased vehicle (which must also be registered on the island) or is being used by the customer while his or her profiled vehicle is being repaired.

**4.5 Special Restrictions Applicable to Excursion Fare Travel.**

- 4.5.1 Travel on an excursion fare may not be used for commercial or business purposes. Accordingly, customers traveling on an excursion fare may not carry cargo, freight or passengers for commercial purposes in either direction.
- 4.5.2 Excursion fares are available only on a round-trip basis for trips originating on one of the Islands. Accordingly, the off-island portion of an excursion-fare ticket must be used in order for the return ticket to be valid.
- 4.5.3 Individuals traveling on an excursion fare must start and complete their travel within a 31-day period. In other words, they must make their return trip to the Island no later than 30 calendar days after the date of the vehicle's trip from the Island under the ticket's first segment. Thus, if an individual leaves the Island on Friday, January 1, he or she must return to the Island by Sunday, January 31, in order for his or her return excursion-fare ticket to be valid. If an individual does not return to the Island within 30 calendar days from his or her Island departure, the individual will be charged a regular automobile one-way fare to return to the Island ***in addition to*** the excursion fare the individual already has paid.

**4.6 Exceptions for College Students and Active Military Personnel.**

4.6.1 An Island resident who has his or her own Profile account pursuant to which he or she is eligible to travel on an excursion fare and who is either:

- (a) a college student who provides documentation to the Authority from the registrar's office of his or her college verifying that he or she is a full time student for that current semester (which documentation must be provided each semester of the student's college enrollment); or
- (b) an individual in active military service who provides the Authority with an active service card showing that he or she is serving in the United States Army, Navy, Air Force, Marine Corps or Coast Guard

may travel on an excursion fare on a one-way basis (for one-half of the applicable round-trip excursion fare) regardless of the port of origin and regardless of whether he or she is returning to the Island earlier or later than 30 calendar days from the date of the vehicle's trip from the Island.

4.6.2 An Island resident may be issued a Profile account pursuant to which he or she will be eligible to travel on an excursion fare even though his or her vehicle is not registered on one of the Islands and he or she does not have a Massachusetts driver's license or other government-issued identification showing his or her residential address on one of the Islands only if the Island resident provides documentation to the Authority verifying that he or she is a resident of the Island because he or she is stationed in active military service there. In these circumstances, the individual's eligibility to travel on an excursion fare expires when he or she is no longer stationed in active military service on one of the Islands.

**4.7 Special Excursion Fares for Multiple Medical Treatments.**

Island residents who need to travel with their vehicles for frequent medical treatments or appointments on the mainland may also be eligible to travel on a special excursion fare (equal to 50% of the applicable automobile excursion rate, based on the time of the year and the size of the vehicle) under the following terms and conditions:

4.7.1 Only island residents who are already eligible for the automobile excursion rate and are profiled as such in the Authority's reservation system are eligible for this special excursion fare.



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- 4.7.2 Eligible island residents must have a series of at least ten scheduled medical treatments or appointments over a three-month period for the same medical condition.
- 4.7.3 Vehicle reservations at this special excursion fare must be requested and arranged through the Reservation Manager or a supervisor at the Mashpee Reservation Office.
- 4.7.4 Supporting documentation from a doctor or medical office must be provided at the time of the request for this special excursion fare.
- 4.7.5 The Reservation Manager and supervisors are allowed, at their discretion, to make other special travel arrangements upon request for those island residents requiring frequent treatments or appointments on the mainland for the same medical condition.

**4.8 Inter-Island Motorcycle Excursion Fare.**

Eligible island residents who wish to travel by motorcycle on a round-trip basis between the islands may travel on an inter-island motorcycle excursion fare that represents the combined total of the motorcycle excursion fares for each island. Individuals traveling on this excursion fare must start and complete all four segments of their travel within a 31-day period.

**5. PASSENGER GROUP VEHICLE FARES.**

Passengers who are traveling together under an Authority-issued group fare pursuant to Part B, Section 3 of this Handbook may also make reservations, if available, for the vehicle(s) in which they are traveling at the applicable passenger group vehicle fare established by the Authority in accordance with and subject to the following conditions:

- 5.1 All passenger group vehicle fare reservations must be made through the Authority's Group Sales Office.
- 5.2 Passenger group vehicle fare reservations may not be made for more than one vehicle per every five passengers traveling in the group.
- 5.3 Customers may make passenger group vehicle fare reservations only for automobiles, pick-up trucks and panel vans.
- 5.4 The vehicles traveling on the passenger group vehicle fare must travel on the same trips as the group of passengers for whom the reservation is made, except

when scheduled and approved by the Authority's Group Sales Office to travel independently.

- 5.5 Passenger group vehicle fares do not include transportation for the vehicle's driver or any other passengers.

**6. ISLAND PUBLIC OFFICIALS TRAVELING  
ON OFFICIAL GOVERNMENTAL BUSINESS.**

Vehicles traveling on official governmental business of a town or county of Nantucket or Martha's Vineyard will be charged fifty percent (50%) of the full regular vehicle fare in accordance with and subject to the following conditions:

**6.1 Eligibility Requirements for Fare.**

- 6.1.1 Officials and regular employees of the towns and counties of Nantucket and Martha's Vineyard must be traveling with the vehicle on official governmental business. Consultants or other individuals doing business with a town or county who are not town or county officials or regular employees are not eligible for this fare.
- 6.1.2 Freight shipments of a town or county of Nantucket or Martha's Vineyard (including but not limited to road salt, cold patch, and other similar shipments) shall be eligible for this fare, provided that such shipments are being transported in a town- or county-owned vehicle.
- 6.1.3 Vehicles traveling under this fare may not use any preferred spaces. Any vehicle that does use a preferred space shall be charged the applicable full regular vehicle fare.

**6.2 Items Included in an Island Governmental Fare.**

An Island governmental fare is for the transportation of the vehicle and its load, if any. The fare does not include transportation for the vehicle's driver or any other passengers. Passenger fares for officials and regular employees of the towns and counties of Nantucket and Martha's Vineyard traveling with the vehicle on official governmental business are covered under Section 2.2.5 of Part B of this Handbook.

**6.3 Requirement of Approved Travel Voucher.**

Eligible individuals must present an approved travel voucher that:

- 6.3.1 identifies the name and title of each individual who is traveling in the vehicle on behalf of the particular town or county;
- 6.3.2 describes the purpose and reason for the trip in specific detail; and
- 6.3.3 is signed by an authorized official of the town or county on whose behalf the individual(s) is traveling.

For towns, the official who is authorized to sign the voucher is the Chairman of the town's Board of Selectmen. For counties, the authorized official is the Chairman of the County Commissioners. (In the absence or incapacity of the Chairman, the voucher may be authorized and signed by any other member of the Board of Selectmen or any other County Commissioner, as the case may be.) The authorizing official must personally sign each voucher. Facsimile or signature stamps will not be accepted.

**6.4 Billing and Terms of Payment.**

Charges for vehicles transported on an Island governmental fare will be billed to the respective town or county on a weekly basis and payment is due within thirty (30) days upon receipt of statement.

## **D. COMMERCIAL VEHICLE FARES**

This Part D describes the Authority’s policies regarding the various types of commercial vehicle fares it offers to the traveling public. These include:

- The Authority’s definition of a “commercial” vehicle (Section 1).
- The Authority’s policies regarding its regular commercial vehicle fares (Section 2).
- The Authority’s eligibility requirements for its special commercial vehicle fares, the items included in such special fares, and the special restrictions that apply to travel under those fares (Section 3).

### **1. DEFINITION OF A “COMMERCIAL” VEHICLE.**

The following vehicles are considered to be “commercial” vehicles for the purposes of this Part D:

- 1.1 Any vehicle registered as a commercial vehicle;
- 1.2 Any vehicle 20 feet or more in length (including trucks, pickup trucks, panel vans, tractor trailers, and truck/trailer combinations in which the trailer is connected by a disk, hook or ring hitch) regardless of whether it is registered as a commercial or non-commercial vehicle;

provided, however, that vehicles under 22 feet in length traveling on excursion fares are not considered to be “commercial” vehicles even though they may be registered as such.

### **2. REGULAR COMMERCIAL VEHICLE FARES.**

Subject to the provisions of Section 3 below regarding special commercial vehicle fares for certain vehicles and vehicles carrying certain commodities, commercial vehicles are eligible for regular commercial vehicle one-way fares in accordance with and subject to the following conditions.

#### **2.1 Items Included in the Regular Commercial Vehicle Fare.**

A regular commercial vehicle fare is for the transportation of the vehicle and its load, if any. The fare does not include transportation for the vehicle’s driver or any other passengers.

**2.2 Fares for Commercial Vehicles Are Based Upon Length.**

Commercial vehicles whose length is less than 17 feet are charged the same regular fare. Commercial vehicles whose length is 17 feet or more are charged greater fares than commercial vehicles whose length is 17 feet or less, based upon the length of the vehicle (in an initial three-foot increment, then in five-foot increments for vehicles up to 70 feet in length, and in one-foot increments thereafter).

**2.3 Extended Loads Included in the Length of Vehicles.**

A commercial vehicle's length includes any load on the vehicle extending beyond the vehicle's front or rear bumper (including but not limited to a bicycle rack).

**2.4 Additional Charge for Trailer.**

The Authority charges an additional fare for any trailer towed by a commercial vehicle. Such additional fares are in such amounts as are established from time to time by the Authority, but the total fare for a vehicle and trailer shall not exceed the applicable commercial vehicle fare for a vehicle of their combined length.

**2.5 Wide Loads and Wide Vehicles Charged Double the Applicable Fare.**

Vehicles that are more than 8 feet, six inches (8', 6") wide or are carrying loads that are more than eight feet, six inches (8', 6") wide are charged double the fare that is otherwise applicable to a vehicle of its length.

**2.6 No Additional Charge Based Upon the Height of a Vehicle.**

There is no additional charge based upon the height of a vehicle. However, vehicles over 6 feet, 6 inches in height may be restricted to particular vessels, trips, or spaces in vessels.

**3. SPECIAL COMMERCIAL VEHICLE FARES.**

The Authority has established special commercial vehicle fares for certain vehicles and vehicles carrying certain commodities as set forth in the categories below. Unless otherwise stated within a particular category, the special fares for such vehicles are still

increased based upon their length and width in accordance with and subject to the conditions set forth in Section 2 above.

**3.1 Ambulances.**

An ambulance fare includes the transportation of the vehicle, the vehicle's driver, one attendant and the patient. Ambulance fares also increase based upon the vehicle's length, and are in such amounts as are established from time to time by the Authority.

**3.2 Hearses.**

A hearse fare includes the transportation of the vehicle, the vehicle's driver, and the decedent. Hearse fares do not increase based upon the vehicle's length, but are in such amounts as are established from time to time by the Authority.

**3.3 Buses.**

A general bus fare includes the transportation of the vehicle and the vehicle's driver. If the bus is a tour bus, the fare also includes the transportation of one escort. General bus fares are in such amounts as are established from time to time by the Authority.

**3.4 School Buses.**

A school bus fare includes the transportation of the vehicle and the vehicle's driver. School bus fares are in such amounts as are established from time to time by the Authority.

**3.5 Camping Vehicles.**

The fare for a camping vehicle (including campers, truck-mounted campers, and mobile homes with built-in provisions for sleeping and cooking facilities) is only for the transportation of the vehicle and its load, if any. The fare does not include transportation for the vehicle's driver or any other passengers. Camping vehicle fares are in such amounts as are established from time to time by the Authority.

**3.6 Livery Vehicles.**

The fare for a livery vehicle (a vehicle designed and equipped primarily for the carriage of passengers and registered as a commercial or livery vehicle) is only for the transportation of the vehicle and its load, if any. The fare does not include transportation for the vehicle's driver or any other passengers. Livery vehicle fares are in such amounts as are established from time to time by the Authority.

**3.7 Vehicles Carrying the United States Mail.**

The fare for a vehicle carrying the United States Mail under contract with the United States Postal Service is only for the transportation of the vehicle and its load, if any. The fare does not include transportation for the vehicle's driver or any other passengers. Fares for vehicles carrying the United States Mail are in such amounts as are established from time to time by the Authority or provided for by contract with individual customers and/or the United States Postal Service.

**3.8 Vehicles Carrying Livestock.**

The fare for a vehicle carrying livestock is only for the transportation of the vehicle and its load. The fare does not include transportation for the vehicle's driver or any other passengers. Fares for vehicles carrying livestock are in such amounts as are established from time to time by the Authority. In order to qualify for this fare, all livestock shipments must comply with the following conditions:

- 3.8.1 The shipments must be properly contained and covered so as to prevent spillage/leakage and to minimize odors.
- 3.8.2 The customer must provide a driver who shall be required to remain with the vehicle at all times.
- 3.8.3 The customer shall be responsible for any and all clean-up or washdown charges associated with any accidental spillage or leakage.
- 3.8.4. The customer's reservations may be restricted or consolidated, at the Authority's sole discretion, to certain vessels and/or times of travel in order to minimize any inconvenience to the general public or other full-fare paying shippers.

**3.9 Vehicles Carrying Fresh Fruits, Vegetables, Fish or Shellfish.**

The fare for a vehicle traveling from Nantucket or Martha's Vineyard carrying fresh fruits and/or vegetables grown on the Island or fresh fish and/or shellfish

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(shucked or in the shell) to the mainland is only for the transportation of the vehicle and its load. The fare does not include transportation for the vehicle's driver or any other passengers.

3.9.1 Eligibility Requirement. In order to receive this fare, the vehicle must be carrying a minimum of 500 pounds of fresh fruits and/or vegetables grown on the Island or fresh fish and/or shellfish.

3.9.2 Special Restrictions Applicable. This fare applies to both segments of a round trip originating on the Island unless the vehicle carries freight to the Island on its return segment. If the vehicle does carry freight to the Island, it shall be charged the full regular commercial vehicle fare for that return segment of the round trip. In order to qualify for this fare, all shipments must meet the following terms and conditions:

- (a) The shipments must be properly contained and covered so as to prevent spillage/leakage and to minimize odors.
- (b) Unless specifically approved by the Authority in advance, the customer must provide a driver who shall be required to remain with the vehicle at all times.
- (c) The customer shall be responsible for any and all clean-up or washdown charges associated with any accidental spillage or leakage.
- (d) The customer's reservations may be restricted or consolidated, at the Authority's sole discretion, to certain vessels and/or times of travel in order to minimize any inconvenience to the general public or other full-fare paying shippers.

3.9.3 Minimum Fare to be Charged. Fares for vehicles carrying fresh fruits and/or vegetables grown on the Island or fresh fish and/or shellfish to the mainland are in such amounts as are established from time to time by the Authority, but in no event shall a fare charged to a vehicle in this category be less than a full regular commercial vehicle fare for a vehicle whose length is 17 feet or more but less than 20 feet.

### **3.10 Vehicles Carrying Recyclable Materials or Solid Waste.**

The fare for a vehicle traveling from Nantucket or Martha's Vineyard carrying recyclable materials or solid waste to the mainland is only for the transportation of the vehicle and its load, and applies only to the one-way segment of the vehicle's trip from the Island to the mainland. The fare does not include transportation for the vehicle's driver or any other passengers.



*Part D – Commercial Vehicle Fares*

3.10.1 Different Fares Based Upon Types of Shipments. Fares for vehicles carrying recyclable materials or solid waste to the mainland are in such amounts as are established from time to time by the Authority, but the Authority shall establish different rates of fare for such vehicles based upon whether they are carrying recyclable materials or carrying solid waste.

3.10.2 Special Restrictions Applicable. In order to qualify for this fare, all recyclable material and solid waste shipments must meet the following terms and conditions:

- (a) The shipments must be authorized in writing by the sponsor of a refuse or recycling program recognized by an Island town or county.
- (b) The shipments must be properly contained and covered so as to prevent spillage/leakage and to minimize odors.
- (c) Unless specifically approved by the Authority in advance, the customer must provide a driver who shall be required to remain with the vehicle at all times.
- (d) The customer shall be responsible for any and all clean-up or washdown charges associated with any accidental spillage or leakage.
- (e) The customer's reservations may be restricted or consolidated, at the Authority's sole discretion, to certain vessels and/or times of travel in order to minimize any inconvenience to the general public or other full-fare paying shippers.

**3.11 Vehicles Carrying Hazardous Materials.**

The fare for a vehicle carrying hazardous materials is only for the transportation of the vehicle and its load, if any. The fare applies to any vehicle designed to carry hazardous materials even though the vehicle may be empty on one segment of its trip. The fare does not include transportation for the vehicle's driver or any other passengers. Fares for vehicles carrying hazardous materials are in such amounts as are established from time to time by the Authority. For the special restrictions that apply to vehicles carrying hazardous materials, see Part L of this Handbook, entitled "Hazardous Cargo."

## **E. RESERVATIONS**

This Part E describes the Authority's various policies regarding reservations for both non-commercial vehicles and commercial vehicles on all of its vessels and routes, as well as for passengers traveling on the Authority's high-speed ferry between Hyannis and Nantucket. (The Authority does not accept passenger reservations for passengers traveling on any of its large passenger/vehicle ferries or freight boats.) These policies include:

- General reservation information, including how to contact the Authority to make a reservation and what a Profile Account is (Section 1).
- How to make, change and cancel passenger reservations for passengers traveling on the Authority's high-speed passenger ferry between Hyannis and Nantucket, and the Authority's policy regarding unused passenger reservations that are neither changed nor canceled in accordance with the applicable restrictions (Section 2).
- How to make vehicle reservations (Section 3). That section also includes a description of the Authority's wait listing capabilities.
- How to make vehicle reservations for customers with disabilities or who are traveling to medical appointments, and for other special circumstances, such as when vehicles need to be transported without drivers or need to be towed or pushed, and for customers traveling in rental cars (Section 4).
- How to change or cancel vehicle reservations, and the restrictions applicable to any such changes and cancellations (Sections 5 and 6).
- The Authority's policy regarding unused vehicle reservations that are neither changed nor canceled in accordance with the applicable restrictions (Section 7).

This Part E does not address the Authority's "stand-by" travel policies, which are described in Part A of this Handbook, entitled "Terms and Conditions of Travel." Nor does this Part E address the Authority's parking policies, which are described in Part G of this Handbook.

### **1. GENERAL RESERVATION INFORMATION.**

#### **1.1 Vehicles on All Vessels and High-Speed Ferry Passengers.**

Customers may make reservations for both non-commercial vehicles and commercial vehicles on all of the Authority's vessels and routes, as well as for passengers traveling on the Authority's high-speed ferry between Hyannis and Nantucket.

**1.2 Motorcycles, Other Items, and Passengers on Traditional Ferries.**

- 1.2.1 Persons traveling in a group with five or more motorcycles are encouraged to make reservations to ensure that there will be sufficient space for their motorcycles on the vessel.
- 1.2.2 Otherwise, motorcycles, bicycles and mopeds do not require reservations, and tickets for their transportation can be purchased on the day of sailing at any ferry terminal. However, they will be transported only on a space available basis.
- 1.2.3 Passengers traveling on any of the Authority's large passenger/vehicle ferries or freight boats similarly do not require reservations, and tickets for their transportation can be purchased on the day of sailing at any ferry terminal. Generally, the Authority's large passenger/vehicle ferries have more than sufficient capacity for all passengers who arrive to travel on a particular trip. The Authority's freight boats, however, have limited passenger capacity and may sometime be prohibited from carrying any passengers at all due to the commodities being carried on a particular trip.

**1.3 Contacting the Authority to Make a Reservation.**

Reservations may be requested by any of the following means:

- 1.3.1 By the internet at [www.SteamshipAuthority.com](http://www.SteamshipAuthority.com).
- 1.3.2 By mail, addressed to the Authority's Reservation Office, 509 Falmouth Road, Suite 1-C, Mashpee, MA 02649.
- 1.3.3 By telephone, at any of the following telephone numbers during regular office hours:
  - (a) Mashpee for all reservations – (508) 477-8600
  - (b) Mashpee for high-speed ferry passenger reservations - (508) 495-3278 (FAST)
  - (c) Martha's Vineyard Airport – (508) 693-9130
  - (d) Toll-Free from Nantucket – (508) 228-3274
  - (e) Vehicle Day of Sailing Reservations (available only on "Vehicle Reservation Only" days) – (508) 477-7447

- (f) TTY for the hearing impaired – (508) 540-1394
- (g) Special Telephone Line for Freight Trucks – (508) 477-8715

1.3.4 In person, at any of the following locations during regular office hours:

- (a) The Authority's Reservation Office, 509 Falmouth Road, Suite 1-C, Mashpee, MA 02649.
- (b) The Authority's Reservation Office, Martha's Vineyard Airport, Edgartown, MA 02539.

Customers may also make reservations in person at any of the Authority's ferry terminals whenever those terminals are open, except that high-speed ferry passenger reservations may be made only at the Authority's Hyannis and Nantucket terminals.

#### **1.4 Customer Accounts.**

1.4.1 A customer who provides the Authority with certain identifying information will be issued:

- (a) a "Fast Ferry ID" number for his or her high-speed passenger ferry reservations between Hyannis and Nantucket that the customer can then refer to when purchasing such tickets or making such reservations; and/or
- (b) a "Profile Account" number for his or her vehicle reservations that the customer can then refer to when purchasing vehicle tickets or making vehicle reservations. Customers who provide additional documentation demonstrating their eligibility for one or more of the Authority's special vehicle reservation programs will also be able to use their Profile number to make reservations under those programs.

1.4.2 A customer will continue to have the same Profile number and/or Fast Ferry ID number, as the case may be. A customer who is originally eligible for one or more of the Authority's special vehicle reservation programs at the time he or she was issued a Profile number will continue to be eligible for those programs until the Authority notifies the customer of the need to renew his or her Profile account at least one month prior to its expiration.

1.4.3 A customer who provides the Authority with a valid email address will be able to request reservations over the internet at the Authority's website,

[www.steamshipauthority.com](http://www.steamshipauthority.com). Customers who provide a valid email address may request a “PIN” for internet access to their reservation information. Any customer who has a Profile account and PIN or who has a Fast Ferry ID account and PIN may elect to choose his or her own unique and customized “Customer Code and Password” that can then be used to gain internet access to both his or her Profile account and his or her Fast Ferry ID account. This option is only available at the Authority’s website, [www.steamshipauthority.com](http://www.steamshipauthority.com).

## **2. HIGH-SPEED PASSENGER FERRY RESERVATIONS.**

### **2.1 When to Make Reservations.**

Customers may make passenger reservations for the Authority’s high-speed passenger ferry at any time of the year to the extent the Authority has made such reservations available. Reservations can be made up to two hours before the scheduled departure.

### **2.2 Information Needed to Make a Reservation.**

Customers must provide the following information in order to make a reservation:

- 2.2.1 The following information regarding the person traveling under the reservation: Name; Address; and Telephone number. (The customer may also provide this information by providing his or her Profile Number, see Section 1.4, above.)
- 2.2.2 The following information regarding each segment of the trip being reserved: Date; Time; Departure Terminal; and Destination Terminal.

### **2.3 Paying for a Reservation.**

- 2.3.1 A customer must pay for a reservation in full at the time of booking.
- 2.3.2 Acceptable methods of payment (in United States currency only) include all acceptable methods of payment for a ticket or ticket book listed in Part I of this Handbook, as well as coupons from a valid Authority 10-Ride High-Speed Ferry Ticket Book.

**2.4 Changing Reservations.**

A customer may change a reservation by mail, telephone or in person through the Authority's Reservation Office at any time during the Reservation Office's normal operating hours, or at any time on the Authority's website, or in person at the Authority's Nantucket terminal or Hyannis terminal whenever those terminals are open.

**2.5 Canceling Reservations.**

A customer may cancel a reservation at any time during the Reservation Office's normal operating hours (or any time on the Authority's website), in which event the value of the cancelled reservation will be fully refunded to the customer if the reservation is canceled at least two hours before of the scheduled departure. (For the cancellation of a reservation that had been paid for with a coupon from a 10-trip ticket book, the Authority will return a coupon to the customer's ticket book for future use in lieu of a refund.)

**2.6 Unused Reservations.**

In the event a reservation is neither cancelled nor changed with advance notice, nor used as reserved, no refund shall be issued for the unused reservation. However, the ticket shall remain valid for travel on a standby basis if it is used within one year from the date the reservation was originally booked. In the event the reservation was paid for with a coupon from a 10-trip ticket book, upon the customer's request the Authority will return a coupon to the customer's ticket book for future use in lieu of a refund, and there will be no one-year limitation on the coupon's validity.

**3. MAKING VEHICLE RESERVATIONS.****3.1 When to Make Reservations.**

3.1.1 The Authority has a "Bulk Freight Reservation" program governing when customers eligible for that program may begin making reservations for commercial vehicles traveling under that program. (See Part F, entitled "Special Reservation Programs," Section 2, for the rules governing the Authority's Bulk Freight Reservation Program.)

- 3.1.2 The Authority has the following special reservation programs governing when customers eligible for those programs may begin making reservations for both non-commercial and commercial vehicles (with certain restrictions) traveling under those programs:
- (a) The Preferred Space Program, which governs when eligible customers may begin making reservations for certain vehicle spaces for trips originating on one of the Islands. (See Part F, entitled “Special Reservation Programs,” Section 3, for the rules governing the Authority’s Preferred Space Program.)
  - (b) The “Headstart” Program, which governs when eligible customers may begin making vehicle reservations for trips during the Authority’s Summer Schedule. (See Part F, entitled “Special Reservation Programs,” Section 4, for the rules governing the Authority’s Headstart Program.)
- 3.1.3 Except as restricted by the Bulk Freight Reservation Program, the Preferred Space Program and the Headstart Program, customers may make reservations for commercial and non-commercial vehicles at any time of the year to the extent the Authority has made spaces available for such commercial and noncommercial vehicle reservations. Reservations can be made up to one hour before the requested scheduled departure.

### **3.2 Reservation Restrictions.**

- 3.2.1 Reservations are subject to fare restrictions and are non-transferable:
- (a) Non-commercial vehicle reservations are subject to the provisions of Part C, they must be made in the name of the person traveling with the vehicle, and they are non-transferable from one person to another once made.
  - (b) Commercial vehicle reservations are subject to the provisions of Part D, they must be made in the name of the individual or entity who is registered as the owner of the vehicle, and they are non-transferable from one person or entity to another once made.
- 3.2.2 Reservations must be made for a particular vehicle (see Section 3.3.3, below), and inaccurate information about the vehicle traveling could result in the reservation being invalid for transportation and/or the imposition of additional charges (see Section 3.3.4, below).

### **3.3 Information Needed to Make a Reservation.**

In order to make a reservation for a vehicle, a customer must provide the following information (some of which may be provided by means of the customer's Profile Number, see Section 1.4, above):

- 3.3.1 The following information regarding the person traveling under the reservation (for non-commercial vehicles) or the owner of the vehicle for which the reservation is made (for commercial vehicles): (a) Name; (b) Address; and (c) Telephone number.
- 3.3.2 The following information regarding each segment of the trip being reserved: (a) Date; (b) Time; (c) Departure Terminal; and (d) Destination Terminal.
- 3.3.3 The following information regarding the vehicle traveling under the reservation:
  - (a) The vehicle's license plate number (and state of registration), unless the vehicle is a commercially registered truck 20 feet or more in length;
  - (b) The vehicle's year, make and model, unless the vehicle is a commercially registered truck 20 feet or more in length;
  - (c) The vehicle's overall height (including luggage racks and anticipated luggage) and, if the height exceeds 6 feet, 6 inches, the vehicle's load;
  - (d) The vehicle's overall length (including any extensions such as bike or luggage racks and anticipated bicycles and/or luggage);
  - (e) Whether the vehicle will be pulling a trailer and, if so, the trailer's height and the combined length of the vehicle and the trailer (including the hitch connection); and
  - (f) Further, if the vehicle is carrying any freight, the type of commodity being carried (*see* Section 4.7 below) and the width of the vehicle and the vehicle's trailer, if any.
- 3.3.4 The provision of inaccurate information (particularly the length and height of the vehicle traveling) may result in the Authority reserving insufficient space for the customer's vehicle on the vessel, which in turn may result in the reservation being invalid for transportation and/or the imposition of additional charges. In addition, a customer arriving at the terminal with a different vehicle (even if the same size or smaller) than the vehicle for



which the reservation was made will be required to provide a valid identification to establish that he or she is the person for whom the reservation has been made.

### **3.4 Paying for a Reservation.**

3.4.1 A customer making a reservation on the day of sailing must pay for the reservation in full at the time of booking. Otherwise, a customer must pay for a reservation in full within five calendar days after the reservation is made or, if the reservation falls within those five days, the day prior to sailing. If payment is not made as required, the reservation will be automatically cancelled.

3.4.2 Acceptable methods of payment (in United States currency only) include all acceptable methods of payment for a ticket or ticket book listed in Part I of this Handbook, as well as coupons from a valid Authority 10-Trip Automobile Ticket Book for non-commercial vehicle reservations only.

### **3.5 Prepaying Fares for Passengers Traveling with Vehicles.**

3.5.1 At the customer's option, the fares for passengers traveling with the vehicle may also be prepaid, although customers who are unsure of the number of passengers may want to pay the fare for the vehicle's driver only and purchase additional passenger tickets upon arrival at the ferry terminal.

3.5.2 Passenger fares are covered under Part B of this Handbook, except that passenger fares for eligible customers traveling on excursion fares are covered under Part C, Section 4.2.

### **3.6 Wait Listing.**

The Authority's computerized reservation system has a "wait list" capability. If a customer is unable to make a reservation for the date or time desired, the customer may also request that the reservation be moved to other dates and/or times if they become available. "Wait list" requests are honored on a first come, first served basis, except for "wait list" requests for spaces allocated for commercial vehicles that are more than 20 feet in length, which are honored in the following order:

1st: waitlist requests from trucks carrying hazardous cargo or trash are given priority over all other waitlist requests regardless of the size of the vehicle and regardless of the order in which the trucks carrying other commodities

were placed on the waitlist, due to the limited number of hazardous and open-freight-deck trips available for trucks carrying hazardous cargo or trash;

- 2nd: for travel originating in Hyannis on the Nantucket route *only*, waitlist requests from food trucks making multiple stops on Nantucket are then given priority over all remaining waitlist requests regardless of the size of the vehicle and regardless of the order in which trucks carrying other commodities were placed on the waitlist; and
- 3rd: waitlist requests from all other trucks are then fulfilled based upon the size of the vehicle in the order in which the trucks were placed on the waitlist without regard to the commodity the truck is carrying. Thus, if a 4-space opening occurs, a 4-space truck would be given that reservation (in the order it was placed on the waitlist) before that opening is made available for any remaining 3-space trucks.

“Wait list” requests are also automatically processed up to 48 hours in advance of the reserved date of departure as spaces become available due to other customers’ reservation cancellations or changes. (For example, wait list requests for customers whose reservations are for July 4 are no longer processed after midnight on July 1.)

**Important:** Once a “wait list” change is made to a customer’s reservation, the Authority can only honor the reservation as changed, and cannot honor the customer’s original reservation. Accordingly, customers need to call the Authority’s Reservation Office or view their *online vehicle reservations* on the Authority’s website up to 48 hours prior to their scheduled sailing to confirm whether any “wait list” changes have been made to their reservation.

3.6.1 When a customer’s reservation is changed to one of his or her “wait list” requests:

- (a) if the change occurs more than one week in advance of the scheduled sailing:
  - (i) the Authority will email the customer a notice of the change if the original reservation was made over the Internet, or
  - (ii) if the reservation was made over the telephone or in person, the Authority will mail the customer a notice of the change.
- (b) if the change occurs one week or less before the scheduled sailing, the Authority will telephone the customer to confirm the change.

Changes to a customer's reservation resulting from the "wait list" can also be viewed from the Authority's website, [www.SteamshipAuthority.com](http://www.SteamshipAuthority.com) under *online vehicle reservations*.

- 3.6.2 No changes to a customer's reservation will result from a "wait list" request 48 hours or less before the scheduled day of sailing; provided, however, that the Authority will continue to process "wait list" requests for commercial vehicles that are more than 20 feet in length up until 12:00 noon on the day prior to their scheduled departures if and only if:
- (a) the customer submits a written request that the Authority continue to process the customer's "wait list" requests until that time; and
  - (b) the customer agrees that the Authority will not need to telephone the customer to confirm any change in the customer's reservation to a "wait list" request, but instead will only need to notify the customer of the change by email (to a valid current email address given by the customer) before 2:00 p.m. on the day prior to the customer's scheduled departure.
- 3.6.3 Changes to a reservation as a result of a "wait list" request are not considered "Reservation Changes" under Section 5 below; but once a reservation is changed due to a "wait list" request, the changed reservation is subject to all cancellation and change policies.

### **3.7 Reservation Confirmations.**

- 3.7.1 Customers with reservations no longer will present reservation tickets at the time of sailing. Instead, customers need only have their reservation confirmations or reservation numbers upon checking in at a terminal in the event the terminal employees are unable to confirm their reservations.
- 3.7.2 Customers making reservations over the Internet may print copies of their confirmations on their own printers. Customers making reservations by telephone will be told their reservation numbers by the Authority's reservation clerks. Customers may also obtain copies of their reservation confirmations at any of the Authority's ferry terminals or Reservation Offices (upon presentation of proper identification). A new reservation confirmation (with the same reservation number) will be issued for any change made to a reservation.

3.7.3 Although the Authority does not routinely mail reservation confirmations, it will do so upon a customer's request subject to the following conditions:

- (a) The Authority must receive the request for the reservation confirmation more than ten (10) calendar days in advance of the scheduled sailing.
- (b) The reservation must not have been paid for by means of a pre-authorized Authority charge account. No confirmations for reservations paid for by means of a pre-authorized Authority charge account are mailed to customers or may be picked up by customers prior to the day of sailing. Instead, they are issued on the day of sailing at the Departure Terminal at the time of the customer's arrival.

#### **4. SPECIAL CIRCUMSTANCES FOR VEHICLE RESERVATIONS.**

##### **4.1 Reservations for Vehicles Being Transported Without Drivers.**

If a customer is traveling between Hyannis and Nantucket and does not intend to have someone available to drive the vehicle on the vessel at the time of the vessel's loading and/or to drive the vehicle off the vessel at the time of the vessel's unloading, the customer when making the reservation may pre-pay the additional charges for drive-on/drive-off services; provided, however, that the Authority's provision of such drive-on/drive-off services are subject to the provisions of Part H of this Handbook.

##### **4.2 Reservations for Vehicles Needing to be Towed or Pushed.**

If a customer's vehicle will need to be towed or pushed onto or off of a vessel by the Authority at the time of the vessel's loading or unloading, the customer when making the reservation may pre-pay the additional charges for such towing/pushing services; provided, however, that the Authority's provision of such towing/pushing services are subject to the provisions of Part H of this Handbook.

##### **4.3 Reservations for Customers with Disabilities.**

The Authority will attempt to accommodate the special reservations needs of customers with disabilities or who are traveling with another individual with a disability. Such customers may contact the Authority (see Section 1.3 above) in

order to discuss their particular situations and review what accommodations the Authority can provide.

#### **4.4 Reservations for Customers Traveling in Rental Cars.**

Customers traveling in rental vehicles may make reservations in their own name. At the time of booking, a customer traveling in a rental vehicle should provide as much vehicle information as possible regarding the rental vehicle and may use his or her own name as the license plate number and/or such other “dummy” information as is necessary to make the reservation, or the customer instead may simply provide vehicle information about his or her own vehicle (as opposed to the rental vehicle). Customers are cautioned, however, not to underestimate the length or height of their rental vehicles (see Section 3.3.4, above). In accordance with Section 3.3.4, above, the Authority’s terminal employees will establish that the customer is the person for whom the reservation has been made when the customer arrives at the departure terminal.

#### **4.5 Reservations for Customers Traveling to Medical Appointments.**

In the event a customer who is eligible for a “preferred space” needs to make a reservation for the purpose of traveling off-island for a medical appointment, and no reservations are then available to the general public for the date or time needed by the customer, the customer may be able to reserve a “preferred space” for this purpose in advance of the time that they otherwise become available for booking in accordance with and subject to the provisions of Part F, entitled “Special Reservation Programs,” Section 3.5.

#### **4.6 Reservations for Automobile Dealerships and Rental Car Companies.**

Automobile dealerships and automobile rental companies may make reservations for the transportation of new, used or rental cars that are part of their inventory in accordance with and subject to the following additional conditions:

##### **4.6.1 Conditions applicable to the Hyannis/Nantucket route:**

- (a) Reservations may be made for no more than five such cars on any one vessel trip, unless approved by the Authority’s Reservation Manager in advance.
- (b) No such cars will be carried during peak travel times (which, during the summer, are Thursdays, Fridays, Saturdays, Sundays and holidays) unless approved by the Authority’s Reservation Manager in advance.

4.6.2 Conditions applicable to the Woods Hole/Martha's Vineyard route:

- (a) No more than ten such cars may be carried on any vessel.
- (b) The customer must make certain that each such car is accompanied by a driver to drive the car on and off the vessel.

**4.7 Restrictions for Vehicles Carrying Certain Commodities.**

Depending upon the type of commodity carried, a customer's vehicle may be required to travel upon certain conditions and only on certain trips of particular vessels.

- 4.7.1 Commodities such as gasoline, heating oil, oxygen, propane and other hazardous or flammable products are restricted to traveling on "hazardous cargo" trips (*see* Part L of this Handbook).
- 4.7.2 Commodities such as garbage and/or trash, solid and liquid waste, septage and recyclables (including crushed vehicles); livestock (including live bees); agricultural products (including mussels); construction demolition materials; and any other odorous or dangerous commodities are subject to certain conditions and may be restricted to certain trips as well (*see* Section 3.2 of Part Part A of this Handbook).

**5. CHANGING VEHICLE RESERVATIONS.**

A customer may change a vehicle reservation with the Reservation Office by telephone or in person during its normal operating hours, or in person at any of the Authority's ferry terminals whenever those terminals are open, or any time on the Authority's website, [www.SteamshipAuthority.com](http://www.SteamshipAuthority.com), in accordance with and subject to the following conditions:

**5.1 Changes Made At Least 14 Days in Advance.**

Changes made to non-commercial vehicle reservations at least 14 days in advance of the scheduled departure (or up to 24 hours in advance of the scheduled departure for commercial vehicle reservations) are subject to the following conditions:

- 5.1.1 If the reservation has not been changed before, the customer may change the reservation (either one-way or round-trip) at no additional charge;

*Part E - Reservations*

- 5.1.2 If the reservation already has been changed one or more times, the customer may change the reservation upon payment of an additional \$10.00 charge;
- 5.1.3 A reservation may not be changed to a departure date later than one year after the date the reservation is originally booked;
- 5.1.4 In order to change any reservation to another date on which a different fare applies, the customer must pay the difference between the applicable fare and the fare previously paid at the time the change is made; except that this provision shall not apply to a customer who changes a reservation that was made for a date within the Authority's winter schedule to another date within the same winter schedule and the increase in fare is due to an intervening implementation of a general fare increase.

**5.2 Changes Made With Less Than 14 Days Notice.**

Changes made to non-commercial vehicle reservations within 14 days of the scheduled departure (or within 24 hours of the scheduled departure for commercial vehicle reservations) are subject to the following conditions:

- 5.2.1 The changed reservation will not be eligible for a refund if subsequently cancelled;
- 5.2.2 If the reservation has not been changed before, the customer may change the reservation at no additional charge;
- 5.2.3 If the reservation already has been changed one or more times, the customer may change the reservation upon payment of an additional \$10.00 charge;
- 5.2.4 A reservation may not be changed to a departure date later than one year after the date the reservation is originally booked;
- 5.2.5 In order to change any reservation to another date on which a different fare applies, the customer must pay the difference between the applicable fare and the fare previously paid at the time the change is made; except that this provision shall not apply to a customer who changes a reservation that was made for a date within the Authority's winter schedule to another date within the same winter schedule and the increase in fare is due to an intervening implementation of a general fare increase.
- 5.2.6 No reservation may be changed later than one hour before the scheduled departure. In the event a reservation is neither changed with at least one hour advance notice nor used as reserved, no refund shall be issued to the

customer, although the reservation may be used for stand-by travel solely on the date for which the trip was scheduled and possibly, at the Authority's discretion, the following day. (See Section 7 below)

**5.3 Certain Changes Not Subject to the Above Restrictions.**

5.3.1 For vehicles 20 feet or more in length, a customer may reduce the reserved space requirement for the vehicle for a lower applicable fare if notification is made to the Reservation Office later than 24 hours in advance of the scheduled departure. In the event the customer does not notify the Reservation Office of a reduced space requirement for the vehicle prior to that time, the customer will be responsible to pay the fare for the vehicle size as reserved.

5.3.2 Customers may always make the following changes to their reservations without any additional charges or penalties or being considered a "reservation changes" under Section 5.1 or 5.2 above:

- (a) Changing their license plate numbers;
- (b) Adding or subtracting passengers;
- (c) Changing a reservation to another trip on the same day;
- (d) Changing a reservation to a preferred space reservation on the same day; and
- (e) Changing vehicles within the same rate category.

**6. CANCELING VEHICLE RESERVATIONS.**

A customer may cancel a reservation with the Reservation Office by telephone or in person during its normal operating hours, or in person at any of the Authority's ferry terminals whenever those terminals are open, or any time on the Authority's website, [www.SteamshipAuthority.com](http://www.SteamshipAuthority.com), in which event the value of the cancelled reservation, less applicable charges, will be refunded to the customer only in accordance with and subject to the provisions of this section.



**6.1 Segments of Trip Eligible for Refund.**

- 6.1.1 The Authority will refund one-way segments of a regular fare reservation in accordance with the provisions of this section regardless of whether other one-way segments of the reservation have been used.
- 6.1.2 The Authority will refund an excursion fare reservation in accordance with the provisions of this section only if no segments of the reservation have been used.

**6.2 Reservations Cancelled on Same Day Made.**

Any reservation made and cancelled on the same day is fully refundable without the payment of any additional processing fee.

**6.3 Advance Notice Required for Refund.**

- 6.3.1 If the cancellation notice is received by the Authority at least 14 days in advance of the scheduled departure for a non-commercial vehicle reservation (or at least 24 hours in advance of the scheduled departure for a commercial vehicle reservation), the customer will be issued a full refund less a \$10.00 processing fee, unless the reservation was previously changed with less than 14 days notice (or with less than 24 hours notice for a commercial vehicle reservation) prior to the previously scheduled departure; provided, however, that:
  - (a) if the reservation was paid for through an Authority Company Charge Account, no processing fee will be charged; or
  - (b) if the reservation was paid for with a coupon from a 10-trip automobile ticket book, the coupon will be returned to the customer's ticket book for future use in lieu of a refund.
- 6.3.2 No refund will be issued for a reservation cancelled later than 14 days (or later than 24 hours for a commercial vehicle reservation) before the scheduled departure or for a reservation reflecting a change in a previous reservation with less than 14 days notice (or 24 hours notice for a commercial vehicle reservation) prior to the previously scheduled departure.

6.3.3 Notwithstanding the provisions of Sections 6.3.1 and 6.3.2 above, a customer will not be charged any processing fee and/or denied a refund if the reservation is cancelled for any of the following reasons:

- (a) an error on the part of an Authority reservation agent in making the reservation, but only if the Authority is notified of the error within ten (10) days after the reservation ticket is issued to the customer;
- (b) a medical emergency or death in the customer's immediate family;
- (c) a missed connection due to adverse weather conditions;
- (d) interruption or lack of boat service as reserved by the customer.

#### **6.4 Return of Unused Ticket Required for Refund.**

If a customer has been issued a ticket for the reservation being cancelled, the customer must also return the unused ticket to the Authority within one year of the date of the first departure of the cancelled reservation in order to receive any refund due. In the event the customer has lost the unused ticket, the customer must instead complete and return a "Lost Ticket Application" within one year of the date of the first departure of the cancelled reservation. Customers who receive a refund based upon their submission of a "Lost Ticket Application" shall remain financially responsible for the ticket if it is presented for transportation and mistakenly honored by the Authority.

#### **6.5 Refund of Passenger Fares.**

Customers should be aware that pre-paid passenger fares might be eligible for a refund even if the associated vehicle reservation is not. Refunds of passenger fares are governed by the provisions of Part I of this Handbook.

### **7. UNUSED RESERVATIONS.**

In the event a reservation is neither cancelled with at least 14 days advance notice (or with at least 24 hours advance notice for commercial vehicle reservations), nor changed with at least one hour advance notice, nor used as reserved, no refund shall be issued for the ticket. In these circumstances, the ticket shall be valid only for stand-by travel solely on the date for which the trip was scheduled. At the Authority's discretion, the ticket may instead be valid only for stand-by travel on the following day. In either case, the vehicle shall have no priority over other stand-by vehicles.

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## **F. SPECIAL RESERVATION PROGRAMS.**

This Part F describes the Authority's special reservations programs. These include:

- The Authority's Bulk Freight Reservation Program. To ensure the adequate transportation of necessities of life for the Islands, the Bulk Freight Reservation Program provides commercial freight shippers the opportunity to make their necessary and anticipated freight truck reservations for six- to nine-month periods into the future before any vehicle spaces are made available to non-commercial customers. (Section 2.)
- The Authority's Preferred Space Program. To assist island residents in traveling back and forth to the mainland for their medical and other daily living needs, the Preferred Space Program provides island residents the opportunity to make a limited number of reservations for such travel either seven days or one day before their day of sailing. (Section 3.) Island residents who need reservations due to their disabilities or for medical appointments may be able to reserve Preferred Spaces even sooner (Section 3.5).
- The Authority's Headstart Reservation Program. To provide island residents more assistance in traveling back and forth to the mainland for their medical and other daily living needs during the summer season when vehicle reservations are more difficult to obtain, the Headstart Reservation Program provides island residents a short opportunity to make a limited number of reservations for such travel during the summer season before most of the Authority's remaining available spaces are made available for reservations by the general public (Section 4).

### **1. AVAILABILITY OF SPECIAL RESERVATION PROGRAMS.**

#### **1.1 Approval of Operating Schedules.**

The Authority's governing Members approve the Authority's vessel operating schedules generally in six-month increments, one of which usually coincides with the Authority's off-season schedules (November through April), and the second of which usually coincides with the Authority's summer schedules (May through October). However, the actual dates of such periods vary from year to year.

**1.2 Allocation of Vehicle Spaces.**

After the Members approve a particular schedule, the Authority segregates available vehicle reservations by vessel as follows:

- 1.2.1 A certain number of spaces are allocated for commercial vehicles that are more than 20 feet in length based upon the actual number of such vehicles carried by the Authority during the same period the previous year. These spaces are available for reservations as follows:
  - (a) First, in accordance with the procedures set forth in Section 2, below, entitled “Bulk Freight Reservation Program”;
  - (b) Then, to the extent any of these allocated spaces are not reserved during the “Bulk Freight Reservation Program,” they remain available only to commercial vehicles that are more than 20 feet in length until the Authority transfers them to the pool of spaces available for reservations by the general public (generally 14 days before the day of sailing).
- 1.2.2 The Authority designates a certain number of spaces as “Preferred Spaces.” These spaces are available for reservations in accordance with the procedures set forth in Section 3, below, entitled “Preferred Space Program.” If any of these allocated spaces are not reserved by before the particular day of sailing, they are transferred to the pool of spaces available for reservations by the general public.
- 1.2.3 After the completion of the Authority’s Bulk Freight Reservation Program and the allocation of Preferred Spaces, the remaining spaces are placed into the pool of spaces available for reservations by the general public as follows:
  - (a) If the remaining spaces are for periods during the Authority’s non-summer schedules, they are immediately placed into the pool of spaces available for reservations by the general public.
  - (b) If the remaining spaces are for periods during the Authority’s summer schedules, they initially are made available for reservations only in accordance with the procedures set forth in Section 4, below, entitled “Headstart Reservation Program.” After the completion of the Headstart Reservation Program, the remaining spaces for periods during the Authority’s summer schedules similarly are placed into the pool of spaces available for reservations by the general public.

## **2. BULK FREIGHT RESERVATION PROGRAM.**

### **2.1 Eligibility.**

All persons or entities who wish to make advance reservations for commercial vehicles that are more than 20 feet in length (as defined in Part D, entitled “Commercial Vehicle Reservations”) are eligible to participate in the Authority’s Bulk Freight Reservation Program.

### **2.2 Submission of Bulk Freight Reservation Requests.**

2.2.1 The Authority notifies all entities who participated in the Bulk Freight Reservation Program during the previous year, as well as all additional entities who have asked to participate in the Bulk Freight Reservation Program, of the deadlines for submitting bulk reservation requests for the next available seasonal schedule or schedules. The notice informs each participant of the date that bulk reservation requests will begin to be processed (the “First Deadline”), as well as the last date that participants can submit bulk reservation requests for the applicable schedule or schedules (the “Final Deadline”).

2.2.2 The Authority accepts bulk reservation request forms by email, through the mail, by delivery services (such as Federal Express and UPS), or in person only at the Mashpee Reservation Office (office hours are 7:30 am to 4:00 pm daily). The Authority does not accept faxed requests.

2.2.3 Participants are required to submit a separate bulk reservation request for each vehicle by seasonal schedule, and each request must contain the following information:

- (a) the type of commodity carried (*i.e.*, United States Mail, hazardous materials, trash, food or other commodities); and
- (b) the route for which the request is made (*i.e.*, Martha's Vineyard or Nantucket).

In the event a reservation is made for a participant to carry a certain type of commodity, the participant must carry that type of commodity on the trip(s) for which the reservations were made. Failure to do so may result in the forfeiture of reservations, and the Authority may spot check carriers to verify the commodity being carried.

- 2.2.4 When submitting a bulk reservation request, a customer may also request, if the Authority is unable to provide the customer with a reservation for the date or time desired, that its reservation be moved to other dates and/or times if they become available. Such “wait list” requests are honored on a first come, first served basis, and are automatically processed up to 48 hours in advance of the reserved departure (or, if the customer requests, up to noon the day before the reserved departure) as spaces become available due to other customers’ reservation cancellations or changes. *See* Part E of this Handbook.

## **2.3 Processing of Bulk Freight Reservation Requests.**

- 2.3.1 Daily Lottery Drawings. All bulk reservation requests received by the First Deadline are placed into one group and processed in the order they are assigned by the lottery drawing described in Section 2.3.2 below. The lottery assignment procedure is then repeated daily for bulk reservation requests received after the First Deadline through the Final Deadline. All bulk reservation requests received after the Final Deadline are processed in the order received after the processing of all applications received by the Final Deadline.
- 2.3.2 Separate Lottery Drawings for Each Type of Commodity Carried. The order in which customers’ bulk freight reservation requests are processed is determined by the Authority by conducting separate lottery drawings among reservation requests for each type of commodity carried. The Authority then processes the requests as follows:
- (a) The reservations for shippers carrying the United States Mail under contract with the Authority are processed first.
  - (b) The reservations for shippers carrying hazardous materials on average at least once every two weeks during the applicable schedule are processed second (to the extent there is sufficient deck space on designated hazardous trips), and the order in which each such shipper’s reservations are processed (to a maximum of one round trip [or two one-way trips, one in each direction] each day) is determined by a lottery drawing; provided, however, that in the event a shipper requests reservations for more than one round trip [or two one-way trips, one in each direction] each day, those additional requests are processed in a second round in the same order (with the same maximum number of allowed reservations), and such subsequent rounds as are necessary to process all of the shipper’s reservation requests. In the event a shipper requests reservations for more than one round trip [or two one-way trips,

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one in each direction] each day, its requests are processed in the order of priority stated by the shipper on its request forms.

- (c) The reservations for shippers carrying hazardous materials on average less than once every two weeks during the applicable schedule are processed third (to the extent there is sufficient deck space on designated hazardous trips), following the same lottery process as described in paragraph (b) above.
- (d) The reservations for shippers carrying trash or septage (both solid and liquid waste) are processed fourth (to the extent there is sufficient deck space on open deck freight vessels), following the same lottery process as described in paragraph (b) above.
- (e) The reservations for shippers carrying food on average at least once every two weeks during the applicable schedule are processed fifth, again following the same lottery process as described in paragraph (b) above; provided, however, that:
  - (i) trucks in the “food” commodity class must have at least fifty percent (50%) of their load as food in order to receive a priority over trucks carrying other commodities; and
  - (ii) during the summer season, food shippers that make six (6) or more delivery stops on Nantucket shall be given a priority in obtaining reservations over other food shippers that make less than six (6) delivery stops on Nantucket.
- (f) The reservations for shippers carrying food on average less than once every two weeks during the applicable schedule are processed sixth, again following the same lottery process as described in paragraph (b) above and subject to the same requirements and priorities as described in paragraph (e) above.
- (g) The reservations for shippers carrying other commodities on average at least once every two weeks during the applicable schedule are processed seventh, again following the same lottery process as described in paragraph (b) above; provided, however, that the Authority may give priority in this category to licensed and registered common carriers.
- (h) The reservations for shippers carrying other commodities on average less than once every two weeks during the applicable schedule are processed eighth, again following the same lottery process as described in paragraph (b) above.



- 2.3.3 Reservation Confirmations. After the bulk freight reservation requests are processed, the Authority mails to each participant confirmations of its bulk freight reservations.

**2.4 Deposit Requirements.**

- 2.4.1 Deposit Required for Bulk Freight Reservations. In order to make any reservations under the Authority's Bulk Freight Reservation Program, a participant must provide a prepaid deposit to the Authority in the amount of 10% of the aggregate value of its bulk freight reservations. This deposit must be paid at the time the reservations are confirmed, unless another due date for the deposit is established by the Authority.
- 2.4.2 Deposit Only Partially Refundable. In the event a participant cancels more than 20% of its bulk freight reservations, it shall be responsible for the amount of any additional bulk freight reservations it cancels up to the amount of its deposit, even though the participant, under Part C of this Policy Handbook, otherwise would have been allowed to cancel any or all of its reservations at least 24 hours in advance of their scheduled departures and not be subject to any cancellation penalties. The Authority shall apply the deposit to pay for cancelled reservations in excess of 20% of the bulk reservations made by the participant and then will refund the remaining amount, if any, to the participant at the end of the bulk freight reservations period.
- 2.4.3 Deposits Required for Additional Commercial Reservations. After the conclusion of the bulk reservation period, a participant in the Bulk Freight Reservation Program may make one or more additional reservations for commercial vehicles 30 days or more in advance of their scheduled departures as follows:
- (a) For participants who have an Authority Company Charge Account in good standing, upon payment of a nonrefundable deposit in the amount of 10% of each reservation, which deposit must be paid at the time the reservation is confirmed, unless another due date for the deposit is established by the Authority; or
  - (b) For participants who do not have an Authority Company Charge Account in good standing, upon payment in full for each reservation at the time the reservation is booked.

Participants in the Bulk Freight Reservation Program may also make additional commercial vehicle reservations for scheduled departures within the following 30 days in the same manner that any other customer may make such reservations.

**2.5 Transferring, Changing and Canceling Bulk Freight Reservations.**

- 2.5.1 Bulk freight reservations are nontransferable, except that a participant may transfer one or more of its reservations to any other shipper who has been included by the participant on a list provided to the Authority in advance of approved shippers to whose billing accounts one or more of its reservations may be transferred. The original shipper of record for the reservation will be financially responsible for any discrepancies in usage. In addition, for reservations to be transferred to other billing accounts, the commodities being carried must be like in nature. Example: a reservation originally carrying a hazardous load cannot be changed to a food load.
- 2.5.2 The procedures, restrictions and penalties governing the changing and cancellation of commercial vehicle reservations, set forth in Part C of this Policy Handbook, apply to the changing and cancellation of bulk freight reservations, except as otherwise provided in this Part F, Section 2.
- 2.5.3 Participants of the Bulk Freight Reservation Program who cancel more than one-third of their bulk reservation requests will also be assessed an additional penalty when the Authority processes the following year's bulk reservation requests. Bulk freight reservation requests submitted by such participants will be processed after all others, and such participants may also risk being removed from the Bulk Freight Reservation Program entirely in the future.

**3. PREFERRED SPACE PROGRAM.****3.1 Eligibility.**

The following individuals are eligible for the Authority's Preferred Space Program:

- 3.1.1 Any individual who is eligible to travel on an excursion rate. *See* Part C, Section 4.1, of this Handbook.
- 3.1.2 Any individual who is a year-round or seasonal resident of Martha's Vineyard or Nantucket. An individual is considered to be a "resident" of a particular location if he or she has a "settled place of abode" there. An individual must provide two types of documentation of his or her island residency. Such documentation may include, but is not limited to, two or more telephone, water, electricity, cable/satellite or other similar utility

bills issued the individual at his or her island address within the last thirty days.

### **3.2 Travel in Preferred Spaces Restricted to Specific Vehicles.**

An individual traveling under the Authority's Preferred Space Program must travel with a vehicle less than 22 feet in length that is listed in his or her Profile account and is either:

- 3.2.1 registered in his or her name; or
- 3.2.2 registered in a name of his or her business, provided that the individual has provided the Authority with a copy of the appropriate insurance coverage selection page; or
- 3.2.3 leased to the individual or his or her business, provided that the individual has provided the Authority with a copy of the appropriate insurance coverage selection page and a copy of the lease agreement.

### **3.3 Special Restrictions Applicable to Preferred Space Reservations.**

Reservations for Preferred Spaces for non-commercial vehicles are subject to all of the provisions applicable to non-commercial vehicle reservations set forth in Part C of this Handbook, and reservations for Preferred Spaces for commercial vehicles are subject to all of the provisions applicable to commercial vehicle reservations set forth in Part D of this Handbook. In addition, reservations for Preferred Spaces are subject to the following special restrictions:

- 3.3.1 Travel under the Authority's Preferred Space Program may not be used for commercial or business purposes.
- 3.3.2 Preferred Space reservations and tickets are available only on the following bases:
  - (a) For both segments or either segment of a round trip originating on one of the Islands. If the individual uses a preferred space for only one segment of the round trip, he or she may use a standard space for the other segment of the trip in either direction. In any event, however, the off-island portion of the ticket must be used in order for the return ticket to be valid.
  - (b) For a one-way trip originating on one of the Islands.

- 3.3.3 The individual traveling under the Authority's Preferred Space Program must use the same vehicle on each segment of a round trip, unless the Authority specifically approves the customer's use of a different vehicle on the trip's return segment. Such approval generally will be granted if the different vehicle is a newly purchased vehicle or is being used by the customer while the vehicle with which he or she traveled off-island is being repaired.
- 3.3.4 Eligible individuals are limited to one Preferred Space reservation (either one-way or round-trip) per day (although the return travel does not have to be on the same day as the off-island segment of the trip).
- 3.3.5 Preferred Space reservations must be paid for in full at the time of booking.
- 3.3.6 Preferred Space reservations are non-refundable and non-transferable.

**3.4 Availability of Preferred Space Reservations.**

- 3.4.1 To the extent they have not been booked under Section 3.5 below, Preferred Space reservations are sold as follows:
  - (a) For travel between Nantucket and Hyannis:
    - (i) At the Nantucket terminal for reservations made in person only beginning at 7:30 a.m. on the day prior to the island departure date.
    - (ii) On the Authority's website [www.SteamshipAuthority.com](http://www.SteamshipAuthority.com) or by phone at the Authority's Mashpee Reservations Office (508-228-3274 or 508-477-8600) beginning at 8:00 a.m. on the day prior to the scheduled sailing.
  - (b) For travel between Martha's Vineyard and Woods Hole, on the Authority's website, [www.SteamshipAuthority.com](http://www.SteamshipAuthority.com), or by phone at either the Authority's Mashpee Reservation Office (508-477-8600) or the Authority's Martha's Vineyard Airport Reservation Office (508-693-9130), or in person at the island terminals, Mashpee or Martha's Vineyard Airport Reservation Office as follows:
    - (i) A portion of the available Preferred Spaces are sold beginning at 8:00 a.m. seven days prior to the island departure date.

- (ii) The remaining portion of the available Preferred Spaces are sold beginning at 8:00 a.m. on the day prior to the island departure date.

### **3.5 Advance Reservation of Preferred Spaces by Eligible Customers.**

The Authority allows preferred spaces to be reserved in advance by eligible customers who must travel with their vehicles either (a) due to their disabilities; or (b) for medical appointments or treatments; or (c) to attend a funeral service upon the death of a member of their immediate family; provided, however, that such reservations must be made in accordance with the following guidelines.

3.5.1 Persons Eligible for Advance Reservation of Preferred Spaces. The Authority will allow individuals to reserve preferred spaces before they are released to other preferred customers only if the individuals:

- (a) are profiled as being eligible to reserve a preferred space; and
- (b) they have a need to travel with their vehicles either due to their disabilities, or for medical appointments or treatments, or to attend a funeral service upon the death of a member of their immediate family.

3.5.2 Procedure for Advance Reservation of Preferred Spaces. Eligible customers may make advance reservations of preferred spaces as follows:

- (a) Eligible customers requesting such reservations should contact the Mashpee Reservations Office during regular office hours at any of the following telephone numbers and ask to speak to the Supervisor on duty:

(508) 477-8600      (508) 693-9139      (508) 228-3274

- (b) Before being allowed to reserve a preferred space in advance, eligible customers will be required to submit written verification of their eligibility and need for the advance reservation, in such form as determined by the Supervisor. For example, the Supervisor may determine that such verification should be in the form of a letter from the customer's attending physician or health care facility. The Supervisor will also advise each customer of the manner in which the verification should be submitted (*e.g.*, by mail or fax).

3.5.3 Other Transportation Alternatives. In the event there are no reservations for a preferred space available for an eligible customer, the Supervisor will discuss with the customer other transportation alternatives that might be

available and appropriate for the situation presented. Such alternatives may include the preferential boarding of the customer's vehicle under the Authority's Emergency Transportation Policy or under the Authority's Policy Allowing the Preferential Boarding of Vehicles of Certain Individuals with Disabilities.

#### 4. **HEADSTART RESERVATION PROGRAM.**

Vehicle reservations for the Authority's summer schedules are initially made available in accordance with the Authority's Headstart Reservation Program, after the completion of the Authority's Bulk Freight Reservation Program and the allocation of Preferred Spaces.

##### 4.1 **Eligibility.**

The only individuals who are eligible for the Authority's Headstart Reservation Program are those individuals who are eligible and registered for the Authority's Preferred Space Program under Section 3.1 above.

##### 4.2 **Special Rules for Headstart Reservations.**

4.2.1 Each eligible customer is allowed to make up to five vehicle reservations (one way or round trip) under the Headstart Reservation Program.

4.2.2 A customer may make any of his or her five Headstart reservations in either his or her own name, or in another person's name. Except as set forth in Section 4.2.3 below, the customer must provide the correct name, address, telephone number, license plate and vehicle information (make, model, year, height and length) for the person who will be using each reservation. A customer's failure to provide accurate vehicle dimensions, including roof top carriers and attached bicycles, could void reserved space and/or impact rate. *See* Part C of this Handbook, entitled "Non-Commercial Vehicle Reservations," Section 2.4, and Part D of this Handbook, entitled "Commercial Vehicle Reservations," Section 2.4.

4.2.3 A customer may temporarily designate up to three of his or her Headstart reservations as transferable reservations, which will be held under the customer's name without any information regarding the person (or vehicle) who will be using such reservation, in which event:

- (a) The Authority will send a "transfer slip" to the customer for each transferable Headstart reservation made, which the customer must return to the Authority no later than the reservation's Cancellation

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Deadline, as set forth in Section 4.2.3(e) below (even if the customer decides to keep the reservation for his or her own use), with the name, address and license plate and vehicle information of the person using the reservation.

- (b) Upon receipt of a completed “transfer slip,” the Authority will issue a ticket to the person who is identified in the “transfer slip” as the person who will be using the reservation.
- (c) Any transferable Headstart reservation for which a completed “transfer slip” is not received by the Authority by the reservation’s Cancellation Deadline, as set forth in Section 4.2.3(e) below, will be canceled; and
- (d) The Authority will assess a \$10.00 processing fee for any refund of a cancelled transferable reservation, regardless of whether the customer cancels the reservation before the reservation’s Cancellation Deadline with or without the submission of a completed “transfer slip” for the reservation or whether the reservation is cancelled due to the customer’s failure to submit a completed “transfer slip” for the reservation by the reservation’s Cancellation Deadline.
- (e) The Cancellation Deadline for any Headstart reservation that is a transferable reservation is May 15<sup>th</sup> of that year or thirty (30) days in advance of the scheduled departure of the first segment of the reservation, whichever is later.

*Example:* A customer has a transferable Headstart reservation for a mainland departure on May 30<sup>th</sup> and a return trip from the island on June 30<sup>th</sup>. The Cancellation Deadline for that reservation is May 15<sup>th</sup>.

*Example:* A customer has a transferable Headstart reservation for a mainland departure on August 1<sup>st</sup> and a return trip from the island on August 14<sup>th</sup>. The Cancellation Deadline for that reservation is July 2<sup>nd</sup>.

- 4.2.4 All Headstart reservations must be paid for at the time of booking, and the method of payment for a reservation cannot be changed after the Authority issues a confirmation of the reservation.
- 4.2.5 Except as otherwise provided in this Section 4, Headstart reservations for non-commercial vehicles are subject to all of the provisions applicable to non-commercial vehicle reservations set forth in Part C of this Handbook, and Headstart reservations for commercial vehicles are subject to all of the



provisions applicable to commercial vehicle reservations set forth in Part D of this Handbook.

#### **4.3 Availability of Headstart Reservations.**

- 4.3.1 Headstart reservations are first made available to those eligible customers making such reservations by mail (addressed to the Authority’s Mashpee Reservation Office only) or over the internet at the Authority’s website, beginning on a date designated by the Authority (“Opening Day”).
- (a) Headstart reservation requests may be submitted by mail in advance of Opening Day, and all such requests received on or before Opening Day will be processed by the Authority at the start of business on Opening Day in the order of date received.
  - (b) Headstart reservation requests may be submitted over the internet at [www.SteamshipAuthority.com](http://www.SteamshipAuthority.com) beginning at 8:00 a.m. on Opening Day (provided the customer has registered with the Authority and has been issued an appropriate profile number and pin number to access online service).

The Authority does not accept faxed or emailed Headstart reservation requests.

- 4.3.2 The Authority also designates a later date when it will accept Headstart reservation requests by telephone as well as by mail and over the internet (“Telephone Opening Day”).
- 4.3.3 Finally, the Authority designates a date after the Telephone Opening Day for the completion of the Headstart Program, and the remaining spaces for periods during the Authority’s summer schedules are placed into the pool of spaces available for reservations by the general public on that date.



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## **G. PARKING**

This Part G describes the Authority's various parking facilities and its policies regarding the parking of vehicles at those facilities. These policies include:

- Parking availability at the Authority's various terminals and off-site facilities (Section 1) and how the use of those parking spaces are designated (Section 2).
- How customers generally are charged for parking at the Authority's terminals and off-site facilities (Section 3).
- The types of parking permits that are available for those who need to park at the Authority's mainland terminals or facilities on a frequent basis (on-site permits, off-site permits, and off-season permits), how the Authority prioritizes the issuance of those parking permits, and the rules and regulations pertaining to those parking permits (Section 4).
- The rules surrounding the limited parking that is available at the Authority's Vineyard Haven and Nantucket Terminals (Section 5).
- How the Authority provides free parking to the public for the purpose of attending Authority or Port Council meetings, and how the Authority's General Manager may authorize free parking in certain other circumstances (Section 6).

### **1. PARKING AVAILABILITY.**

For the convenience of its customers, the Authority operates parking facilities located at several of its terminals as well as at numerous off-site locations.

**1.1 Woods Hole / Falmouth / Bourne.** The Authority operates several parking facilities in connection with its Woods Hole terminal operations. These facilities are located at the terminal itself, as well as in Falmouth (on Palmer Avenue and Gifford Street) and Bourne (on Route 28A in the village of Cataumet on a summer seasonal basis only).

**1.2 Vineyard Haven.** The Authority's Vineyard Haven terminal has only a few parking spaces that are available for use by the Authority's customers for medical emergencies only.

- 1.3 **Oak Bluffs.** The Authority does not have any parking facilities available for its customers at its Oak Bluffs terminal.
- 1.4 **Hyannis.** The Authority operates several parking facilities in connection with its Hyannis terminal operations. These facilities are located at the terminal itself, as well as at various addresses in the village of Hyannis (Lewis Bay Road, Yarmouth Road and Brooks Road).
- 1.5 **Nantucket.** The Authority's Nantucket terminal has only a few parking spaces for use by the Authority's customers.

## 2. **DESIGNATION OF PARKING SPACE USE.**

To the extent parking spaces are available, the Authority designates them for use by the Authority's customers in accordance with and subject to the provisions of this Part G as follows:

- 2.1 A certain number of parking spaces at each of the Authority's terminals (and also at the more convenient of its mainland off-site parking facilities) are reserved for use as handicapped parking spaces. If such a handicapped parking space is used on a daily basis, it is subject to the provisions of Section 3 below; if the customer using a handicapped parking space is eligible and purchases a parking permit in lieu of paying the daily parking charge, the space is instead subject to the provisions of Section 4 below.
- 2.2 The remaining spaces at each of the Authority's mainland terminals are reserved for use by customers who have purchased parking permits to allow them to park at that particular terminal (see Section 4, below).
- 2.3 A certain number of parking spaces at the more convenient of the Authority's mainland off-site parking facilities are reserved for use by customers who have purchased parking permits to allow them to park at those particular facilities (see Section 4, below).
- 2.4 The remaining spaces at the Authority's mainland off-site parking facilities are available for use by the general public as set forth in Sections 3, 4 and 6 below.

- 2.5 The remaining spaces at the Authority's Vineyard Haven and Nantucket terminals are available for use by the general public as set forth in Section 5 below.

**3. PARKING CHARGES.**

- 3.1 Except as provided in Sections 4, 5 and 6 below, customers are charged such rates as may be established from time to time by the Authority for the parking or storage of their vehicle at any of the Authority's parking facilities for each calendar day or portion thereof that the vehicle is parked or stored there. Such rates may vary among the Authority's different parking facilities as well as among different times of year.
- 3.2 In order to gain entrance to one of the Authority's parking facilities and also establish the number of days (or fractions thereof) that a vehicle is parked there, if the facility is equipped with a parking ticket dispenser, a customer must take a parking ticket from the dispenser upon his or her entrance to the parking facility. Upon exiting the facility, the customer must give the ticket back for collection. If a customer fails to give a ticket back for collection upon exiting the facility, the Authority will charge the customer an amount equivalent to the aggregate of the charges that the customer would have incurred for parking in that facility for each calendar day the vehicle has been there, but no less than for a minimum of seven (7) calendar days. If a customer who is charged the seven-day minimum amount later submits his or her parking ticket showing that the customer's vehicle was not parked in that facility for seven (7) calendar days, together with the receipt for the seven-day minimum amount so paid, the customer will be refunded the difference between that amount and the rate the customer would have been charged for the actual calendar days (or portions thereof) parked had the customer presented the parking ticket for collection at the time of exit.
- 3.3 Vehicles parked at parking facilities which are not equipped with parking ticket dispensers shall also be subject to parking charges, as follows:
- 3.3.1 Upon entering the facility, a customer shall tell the parking lot attendant on duty the number of calendar days (or portions thereof) his or her vehicle will be parked at that facility, and the customer shall pay the attendant the appropriate parking charges for that time period in advance. The attendant shall then provide the customer with a receipt stating the time period for which the appropriate parking charges have been paid.
- 3.3.2 In the event a customer does not remove his or her vehicle from the facility within the time period for which the parking charges have been

paid, the customer will be required to pay all additional parking charges due before the vehicle will be allowed to leave the facility. Further, the Authority may tow any vehicle that is left in the facility beyond the time period for which a customer has paid for parking, and may then store the vehicle at any of the Authority's other facilities until the customer pays all additional parking charges due. In such an event, the Authority may also require the customer to reimburse the Authority for all reasonable towing and other expenses incurred.

- 3.4 Vehicles transported on the Authority's vessels that are not immediately removed from the Authority's terminals upon reaching their ports of destination shall also be subject to parking charges; provided, however, that a customer who has purchased "drive-off" services in connection with the transportation of his or her vehicle (see Part H of this Handbook) may remove the vehicle (when the destination terminal is open) any time within 24 hours after the vehicle's arrival at the destination terminal without incurring any additional parking or storage charges.

#### **4. PARKING PERMITS.**

In lieu of paying parking charges on a calendar-day basis, eligible customers may purchase parking permits that allow them to park at specific parking facilities on the mainland from May 15th of one year to May 14th of the following year (unless such permits are only valid for the "off-season" as set forth in Section 4.1.3 below) for a flat fee. The fees for parking permits are established from time to time by the Authority and vary between permits that allow year-round parking and those that allow parking only during the off-season, and between permits that generally allow customers to park at on-site facilities at an Authority terminal and those that allow customers to park only at off-site parking facilities.

##### **4.1 Eligibility for Permits.**

###### **4.1.1 On-Site Terminal Parking Permits.**

Based upon the limited number of parking spaces available at the Woods Hole or Hyannis terminal, the Authority annually issues permits that allow parking at each terminal to customers in the following order of priority:

- (a) Customers who are renewing their permits for parking at that particular terminal.

- (b) Customers with physical disabilities. (The Authority relies on whether a customer has been issued a “handicap” license plate to determine whether that person should be issued an on-site terminal parking permit based upon his or her disability.)
- (c) Customers who travel most frequently on a regular basis throughout the year.

Customers purchasing on-site terminal parking permits must execute a Parking Permit Agreement (see Section 4.2 below), pay the applicable fee, and provide the Authority with a copy of the current certificate of registration for the vehicle to be permitted. The vehicle must be registered in either the customer’s name, or the name of a person residing in the customer’s household, or the name of the customer’s business. On-site parking permit purchases and renewals are handled by the Authority’s Accounting Department.

#### 4.1.2 Off-Site Parking Permits.

The Authority generally has an unlimited number of off-site parking permits in connection with Woods Hole and Hyannis terminal operations. Customers purchasing off-site parking permits must execute a Parking Permit Agreement (see Section 4.2 below) and pay the applicable fee. Off-site parking permit renewals and purchases are handled by both the Authority’s Accounting Department and its parking lot attendants at the off-site parking facilities for which the permits are issued.

#### 4.1.3 Off-Season Permits.

The Authority makes available three types of off-season parking permits that are subject to all of the terms and conditions of annual parking permits, except that they are valid only during one of the following off-season periods:

- (a) from September 15<sup>th</sup> through May 14<sup>th</sup>; or
- (b) from January 1<sup>st</sup> through May 14<sup>th</sup>; or
- (c) for bona fide students and teachers, a time period that coincides with their academic year.

## 4.2 Terms and Conditions of Permits.

Each customer who purchases a parking permit must agree in writing to the following terms and conditions upon which the Authority issues the permit:

- 4.2.1 Term. The parking permit is valid only for the period from May 15<sup>th</sup> of one year through May 14<sup>th</sup> of the following calendar year (except for an off-season permit, which is valid only from September 15<sup>th</sup> through May 14<sup>th</sup> of the following calendar year or from January 1<sup>st</sup> through May 14<sup>th</sup> or, for bona fide students and teachers, a time period coinciding with their academic year).
- 4.2.2 Price Non-Refundable. The price of the parking permit is not refundable under any circumstances.
- 4.2.3 Permit Good for One Vehicle Only. The parking permit is in the form of a decal issued by the Authority and affixed to the vehicle by the Authority's parking lot personnel. The permit is good for one vehicle only, which is identified by the customer. If the permit is for on-site terminal parking, the customer must also certify that the vehicle is registered in either the customer's name, or the name of another person residing in the customer's household, or the name of the customer's business.
- 4.2.4 Transfer of Permit. The permit shall only be allowed to be transferred from one vehicle to another only in certain circumstances, such as when a permitted vehicle is wrecked and/or the customer purchases a new vehicle. In addition, in those circumstances when the Authority allows a permit to be transferred, the Authority may impose a fee for the transfer in such amount as it may establish.
- 4.2.5 Limitation of Liability. The customer must agree that his or her vehicle is accepted for parking only upon the condition that neither the Authority nor any of its employees are responsible for the vehicle or its contents or accessories. Parking in the Authority's parking lots shall be at the customer's own risk. Neither the Authority nor any of its employees shall be responsible for any personal injuries or for damage to, or theft of, the vehicle or its contents or accessories. The customer must also agree that the Authority, by issuing a parking permit to the customer, is granting the customer only a license to park in its parking lots and that no bailment is created.
- 4.2.6 Parking Rules and Regulations. The customer must agree to comply with all applicable rules, regulations and procedures regarding permit parking in the Authority's parking lots, as they may be amended and supplemented from time to time, and to follow the instructions of the Authority's parking lot personnel. In particular, on-site terminal parking permit holders must

acknowledge and agree that they are not “guaranteed” spaces at the terminal and that, if there are no spaces available there, they will follow the instructions of the Authority's parking lot personnel and, if requested to do so, park at an off-site parking facility.

- 4.2.7 Revocation of Permit. The customer must agree that if he or she alters the permit or transfers it from one vehicle to another, or if he or she willfully violates any of the Authority's rules, regulations or procedures regarding permit parking in the Authority's parking lots, the permit will be revoked and confiscated without any refund, and the customer will be prohibited thereafter from participating in the Authority's parking permit program.
- 4.2.8 Entire Agreement. The customer must acknowledge that no employee of the Authority has the authority to vary any of the terms and conditions of this agreement, and that the permit is issued by the Authority and accepted by the customer upon the foregoing terms and conditions.

## 5. **PARKING AT THE VINEYARD HAVEN AND NANTUCKET TERMINALS.**

### 5.1 **Parking at the Vineyard Haven Terminal.**

The Authority's Vineyard Haven terminal has only a few parking spaces that are available for use by the Authority's customers for medical emergencies only. Any customer who needs to park at the terminal for a medical emergency should contact the Vineyard Haven Terminal Manager or the Terminal Agent on duty. The customer may be required to provide documentation of such an emergency before being allowed to use any parking that may be available. The customer will also be required to pay parking charges for the use of the space, in such amounts as are established from time to time by the Authority.

### 5.2 **Parking at the Nantucket Terminal.**

The Authority's Nantucket terminal has only a few parking spaces for use by the Authority's customers. The spaces are made available on a first-come/first-served basis to those customers traveling on the Authority's ferries, at the discretion of the Nantucket Terminal Manager and/or the Terminal Agent on duty. Parking for the first calendar day (or portion thereof) is free, but the customer must pay parking charges for each subsequent calendar day or portion thereof that the vehicle is parked or stored there, in such amounts as are established from time to time by the Authority.



**6. COMPLIMENTARY PARKING.****6.1 Authority and Port Council Meetings.**

When the Authority has suitable parking spaces available, it provides free parking to the public for the purpose of attending any meeting of the Authority or the Port Council. Such free parking is only provided on the particular day of the meeting, only to those individuals who actually attend the meeting, and only at such terminal and/or other facility designated by the Authority. (For example, the Authority may provide free parking at its Hyannis terminal for mainland residents who are attending an Authority meeting on Nantucket, in which event the Authority may also provide those residents with free passage on its ferries that day in order to attend the meeting.)

**6.2 Other Complimentary Parking.**

Except as previously described in this Part G, the Authority generally does not provide any free or complimentary parking to the public. In his or her discretion, however, the Authority's General Manager may authorize free parking for a customer at such terminal or facility and for such time period as the General Manager deems appropriate. For example, the General Manager may authorize a few months of free parking at one of the Authority's mainland terminals for an island resident who needs to travel repeatedly to the mainland for chemotherapy. The General Manager may also authorize free parking for public officials or employees of other governmental entities who are traveling on the Authority's ferries in connection with the performance of their official duties (but not for their personal use or benefit).

## **H. MISCELLANEOUS SERVICES**

This Part H describes miscellaneous services provided by the Authority. These services include:

- Drive-on/Drive-off Services for customers only on the Hyannis/Nantucket route who are not able to have a driver to drive their vehicles on or off the vessel (Section 1).
- Tow/Push Services for customers who need to have their vehicles towed or pushed onto or off of the vessel because of such reasons as dead batteries, flat tires and engine problems or who need to have trailers towed or pushed onto or off of the vessel (Section 2).
- Vehicle Assistance Services for customers who need special assistance, such as jumpstarting dead batteries or gaining access to their locked vehicles (Section 3).
- A description of the Release and Indemnification Agreement that customers must agree to before the Authority will provide any of the above services (Section 4).

### **1. DRIVE-ON / DRIVE OFF SERVICES.**

When a vehicle is transported without a driver and the customer fails to have driver on hand at the time of loading or unloading of the vessel, the Authority will provide the customer with an employee to operate the customer's vehicle in driving it on or off the vessel, as the case may be (drive-on/drive-off services) only at its Hyannis terminal and Nantucket terminal, subject to and in accordance with the following terms and conditions:

#### **1.1 Acceptance of Drive-on/Drive-off Vehicles at the Authority's Discretion.**

- 1.1.1 The Authority, at its sole judgment and discretion, may refuse to accept for transportation any vehicle for which a customer does not have a driver to drive the vehicle on and off the vessel at the time of the vessel's loading and unloading. For example, the Authority will not accept such a vehicle when there is no parking available at the vehicle's destination terminal, or when the Authority has an insufficient number of employees available to operate the vehicle.
- 1.1.2 The Authority will not provide drive-on/drive-off services for any vehicle that is twenty (20) feet or more in length unless the customer has a pre-authorized Authority charge account.

- 1.1.3 The Authority provides drive-on/driver-off services only at its Hyannis terminal and its Nantucket terminal. It does not provide any drive-on/driver-off services at its Woods Hole terminal, Vineyard Haven terminal, or Oak Bluffs terminal.

**1.2 Drive-on/Drive-off Service Charge.**

- 1.2.1 The Authority will assess a service charge for providing the customer with an employee to operate the customer's vehicle in driving it on or off the vessel, as the case may be. The service charge is as follows:
- (a) \$25.00 for vehicles less than twenty (20) feet in length. (Thus, if the Authority is required to drive the vehicle both on and off the vessel, the service charge will be \$50.00.)
  - (b) \$50.00 for vehicles twenty (20) feet or more in length. (Thus, if the Authority is required to drive the vehicle both on and off the vessel, the service charge will be \$100.00.)

However, the Authority may waive this service charge when, for the Authority's convenience, the Authority arranges to have the customer's vehicle transported at certain non-peak travel times or to have the customer's driver travel separately from the vehicle.

- 1.2.2 A customer who has purchased "drive-off" services in connection with the transportation of his or her vehicle may remove the vehicle any time (when the destination terminal is open) within 24 hours after the vehicle's arrival at the destination terminal without incurring any additional parking or storage charges. Vehicles remaining at the destination terminal for more than 24 hours after their arrival, however, are subject to the normally applicable parking charges. Further, if the Authority is required to move the vehicle to an off-site parking area in Hyannis after that 24-hour period, the Authority will assess a \$50.00 service charge for providing the customer with an employee to drive the customer's motor vehicle to the off-site parking area. The service charge is in addition to any drive-on/driver-off service charge assessed under Section 1.2.1 above and any parking charge assessed under this Section 1.2.2.

**1.3 Executed Agreement Required for Drive-on/Drive-off Services.**

The Authority will provide drive-on/driver-off services only after the customer agrees electronically or in writing, in a form provided by the Authority, to the terms and conditions set forth in Section 4 below.

## **2. TOWING / PUSHING SERVICES.**

The Authority will provide a customer with an employee and a vehicle (such as a tow motor) to tow or push the customer's vehicle or trailer onto or off of a vessel at the time of the vessel's loading or unloading (towing/pushing services), subject to and in accordance with the following terms and conditions:

### **2.1 Acceptance of Vehicles and Trailers at the Authority's Discretion.**

The Authority, at its sole judgment and discretion, may refuse to accept for transportation any vehicle or trailer that cannot be loaded or unloaded onto a vessel under its own power and needs to be towed or pushed onto or off of the vessel at the time of the vessel's loading or unloading. For example, the Authority will not accept any such vehicle or trailer if the loading of its vessel(s) may be unduly delayed, or if the appropriate equipment is not available to tow, push and/or transport the vehicle or trailer safely.

2.1.1 The Authority will not accept for towing or pushing onto or off of a vessel any trailer that weighs more than 7,500 pounds (including its load), or is more than 30 feet in overall length, or is more than 8 feet, 6 inches wide.

2.1.2 Customers should arrange for any towing/pushing services before dropping off at an Authority terminal any vehicle or trailer that needs to be towed or pushed. Arrangements may be made by contacting the Terminal Manager for the terminal where the services will be needed. Upon arrangement with the Terminal Manager in advance, customers usually will be allowed to drop off vehicles or trailers at a terminal on Mondays through Thursdays if they are to be towed or pushed shortly after they are dropped off, but during the summer schedule customers generally will not be allowed to drop off vehicles or trailers on Fridays through Sundays to be towed at a later time.

### **2.2 Towing/Pushing Service Charge.**

2.2.1 The Authority will assess a service charge of \$25.00 whenever it is required to tow or push a customer's vehicle or trailer onto or off of a vessel at the time of the vessel's loading or unloading. If the Authority is required to tow or push the vehicle or trailer both on and off the vessel, the service charge will be \$50.00. This service charge will apply regardless of the reason why the customer's vehicle or trailer needs to be towed or pushed (*e.g.*, dead battery, flat tire(s), engine problems, key locked inside vehicle).

2.2.2 Any vehicle or trailer that is pushed off of an the Authority vessel at the time of the vessel's unloading and is not immediately removed from the Authority's terminal upon reaching its port of destination shall also be subject to parking charges. Further, if the Authority has the vehicle or trailer towed to an off-site parking area in Falmouth or Hyannis, the customer will be responsible for all expenses incurred by the Authority in so having the vehicle or trailer towed off-site. Such parking charges and expenses are in addition to any charge assessed under Section 2.2.1 above.

**2.3 Executed Agreement Required for Tow/Push Services.**

The Authority will provide tow/push services only after the customer agrees electronically or in writing, in a form provided by the Authority, to the terms and conditions set forth in Section 4 below.

**3. VEHICLE ASSISTANCE SERVICES.**

The Authority will provide a customer with vehicle assistance services not otherwise described in this Handbook (such as jumpstarting a vehicle's dead battery or attempting to open the door or trunk of a customer's locked vehicle), subject to and in accordance with the following terms and conditions:

**3.1 Provision of Such Services at the Authority's Discretion.**

The Authority, at its sole judgment and discretion, may refuse to provide any such vehicle assistance services. For example, the Authority will not provide such services if its employees are needed for other duties, if it does not have the appropriate equipment available to provide such services, or if providing such services would pose a threat to the safety of any of the Authority's employees.

**3.2 Towing/Pushing Service Charge.**

The Authority will assess a service charge of \$25.00 per employee per hour (with a minimum service charge of \$12.50 per employee) whenever it provides any vehicle assistance services.

**3.3 Executed Agreement Required for Vehicle Assistance Services.**

The Authority will provide vehicle assistance services only after the customer agrees electronically or in writing, in a form provided by the Authority, to the terms and conditions set forth in Section 4 below.

**4. RELEASE AND INDEMNIFICATION AGREEMENT.**

The Authority will provide drive-on/drive-off services, tow/push services and/or vehicle assistance services only after the customer agrees electronically or in writing, in a form provided by the Authority, to the following terms and conditions:

- 4.1 To assume all liability which may arise from the operation of customer's motor vehicle by the Authority's employee(s) or otherwise from the provision of the services;
- 4.2 To indemnify the Authority for any claims arising therefrom; and
- 4.3 For drive-on/drive-off services:
  - 4.3.1 that the Authority is providing an employee to operate the customer's vehicle at the customer's request and, while the employee is operating the vehicle, the employee shall be deemed an agent of the customer and not of the Authority;
  - 4.3.1 to waive any right to notice of the arrival of the motor vehicle at the port of destination; and
  - 4.3.2 to maintain insurance satisfactory to the Authority which provides coverage for the Authority and its employee, as additional insureds, for claims arising from the employee's operation of the vehicle.

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## **I. SALES AND REFUNDS**

This Part I describes the Authority's policies regarding how customers may pay for tickets, ticket books and reservations, under what conditions customers may obtain refunds, and when the Authority will honor a lost vehicle ticket. These policies include:

- The methods of payment for tickets, ticket books and reservations, as well as the conditions of sale for tickets and ticket books, and information regarding Authority charge accounts and gift certificates (Section 1).
- The Authority's policies regarding the refund and redemption of tickets and ticket books (Section 2).
- The Authority's policies regarding lost vehicle tickets (Section 3).

### **1. SALES OF TICKETS, TICKET BOOKS AND RESERVATIONS.**

#### **1.1 Paying for a Ticket, Ticket Book or Reservation.**

Acceptable methods of payment (in United States currency only) for a ticket, ticket book or reservation include:

- 1.1.1 Cash (only when received in person by the Authority within the applicable time limit).
- 1.1.2 Travelers checks (only when received in person by the Authority within the applicable time limit) and only upon the Authority's witnessing the counter-signature of the customer.
- 1.1.3 Major credit cards (American Express, Discover, Master Card and Visa) and debit cards.
- 1.1.4 Personal checks (only when received in person by the Authority within the applicable time limit) and for only the amount of the transaction, upon presentation of proper identification, and subject to fees and penalties if not honored by the customer's financial institution. If a dishonored personal check has been used to pay for a reservation, the reservation will also be canceled.
- 1.1.5 Pre-authorized Authority charge accounts, except that that customers traveling on excursion fares may not pay for their reservations or tickets by means of an Authority approved charge account.



1.1.6 A valid Authority gift certificate or gift card.

**1.2 Conditions of Sale for Tickets and Ticket Books.**

All tickets and ticket books are sold in accordance with and subject to the following express conditions:

- 1.2.1 Tickets or ticket books that are mutilated, altered or erased are void for passage or refund, and are subject to confiscation by any Authority agent or ticket collector.
- 1.2.2 Nontransferable tickets or ticket books that are presented for passage by any person other than the original purchaser of the ticket or ticket book are also subject to confiscation by any Authority agent or ticket collector.
- 1.2.3 The Authority is not responsible for the loss of any ticket or ticket book.

**1.3 Authority Charge Accounts.**

- 1.3.1 The Authority extends credit by means of an Authority Charge Account only to the following customers:
  - (a) Commercial businesses who transport freight (including rental vehicles) between the mainland and the Islands;
  - (b) Island hospitals and the Red Cross; and
  - (c) State and island governmental entities (*e.g.*, counties, towns, school districts, the Martha's Vineyard Commission).

Customers with Authority Charge Accounts may use those accounts only to charge fares for the transportation of freight, ambulances, automobiles and passengers necessary for or incidental to the conduct of their businesses or charitable or governmental purposes, as the case may be, and not for any other purpose.

- 1.3.2 An eligible customer must complete and submit a notarized credit application in order to obtain an Authority Charge Account. Commercial businesses must also comply with the following requirements:
  - (a) The notarized credit application must also list five trade references and one bank that may be contacted by the Authority.

- (b) A notarized Personal Guarantee must be completed by either the owner or chief executive officer of the customer stating that he or she is personally responsible for the payment of all charges made by the customer if for any reason the customer does not meet its financial obligation to the Authority; provided, however, that the Authority may waive this personal guarantee requirement if the customer has a BB2 or higher Dun & Bradstreet rating or if the customer provides the Authority with its current audited financial statement showing a minimum net worth of at least \$100,000.
  - (c) Based upon the responses obtained from the customer's references (as well as the Dun & Bradstreet Credit Advisory Report regarding the customer), the Authority's Treasurer or Assistant Treasurer will decide whether to approve an Authority Charge Account for the customer and, if so, what the account's credit limit shall be.
- 1.3.3 Reservations charged by customers to their Authority Charge Accounts are subject to all the rules and conditions applicable to such reservations, except that customers charging their reservations on their Authority Charge Accounts are not required to pay for their reservations at the time of booking and are not subject to the \$10.00 processing charge for any refund due to a reservation cancellation regardless of when the customer notifies the Authority of such cancellation.
- 1.3.4 Generally on a weekly basis, the Authority will mail a statement to each customer with an Authority Charge Account setting forth:
  - (a) All trips and other fares and fees charged to the customer's account since the date of its last statement (together with copies of all new invoices);
  - (b) All payments and credits applied to the customer's account since the date of its last statement;
  - (c) All invoices that were listed in the customer's prior statement and remain outstanding; and
  - (d) All finance charges that are due and outstanding.
- 1.3.5 A customer is required to pay in full all amounts shown to be due on its statement within ten (10) calendar days after the date set forth on the statement, unless the customer is a governmental entity, in which event it must pay the full amount due within thirty (30) calendar days. In the event a customer fails to pay any amount that is due within the thirty (30) calendar days after the date set forth on the statement, such amount shall

be subject to a finance charge equal to 1.5% of the unpaid balance per month.

- 1.3.6 Except for good cause shown (as determined by the Authority in its sole judgment and discretion), the Authority will automatically suspend or cancel the Authority Charge Account of any customer whose account has any amount that has been due and outstanding for at least 45 days. The Authority may also suspend or cancel the Authority Charge Account of any customer whose account frequently has had any amount that has remained due and outstanding for more than ten (10) days. Reinstatement of suspended or cancelled accounts, once amounts in arrears are satisfied, is solely at the discretion of the Authority.
- (a) Customers with suspended Authority Charge Accounts may still charge reservations to their Authority Charge Accounts; however, they must pay for the reservation in full by the time of travel.
  - (b) Customers with cancelled Authority Charge Accounts may not charge anything to their Authority Charge Accounts. Any customer whose Authority Charge Account has been cancelled must immediately pay for all existing reservations in full or all such reservations will be cancelled. Thereafter, the customer must

#### **1.4 Steamship Authority Gift Cards.**

- 1.4.1 Customers may purchase Steamship Authority gift cards over the internet at [www.SteamshipAuthority.com](http://www.SteamshipAuthority.com), or by calling (508) 477-8600, or in person at any of the Authority's terminals and reservation offices. The minimum amount of a gift card is \$5.00. They may be purchased by cash, major credit card, travelers check, personal check, or pre-authorized Authority charge account (see Section 1.1 above).
- 1.4.2 Steamship Authority gift cards may be used to pay for any transaction with the Authority, including paying for tickets, vehicle reservations, high-speed passenger ferry reservations, and parking charges; but they cannot be used to pay for purchases from the Authority's food concessionaire. The gift cards may also be used on-line, over the telephone, and in person at any of the Authority's terminals and reservation offices.
- 1.4.3 Customers may add to the balances of their Steamship Authority gift cards in any manner as gift cards may be purchased (see Section 1.4.1 above). Balances on gift cards will be valid forever. After presentation of the gift card to pay for any transaction with the Authority, a cash refund may be issued if the remaining value of the card is less than \$20.00; provided, however, that the Authority's Accounting Department will refund the

remaining balance on a Steamship Authority gift card, no matter how large, to the original purchaser. To the extent possible, a refund is made in the same manner that the gift card was purchased. There is a fifty-cent processing fee for all refunds.

### **1.5 Authority Gift Certificates.**

1.5.1 In December 2008, the Authority stopped selling Authority gift certificates, which have been replaced by Steamship Authority gift cards (see Section 1.4 above). Valid Authority gift certificates may be used for the same types of transactions as the transactions for which Steamship Authority gift cards may be used, except that gift certificates may be used only in person and, if they are used to pay Authority parking charges, they cannot exceed the amount due.

1.5.2 Gift certificates will be valid for redemption for seven (7) years from the date of purchase. After presentation of the gift certificate for ticket purchases, a cash refund may be issued if the remaining value of the certificate is less than \$20.00. Anything over \$20.00 will result in a Steamship Authority gift card being issued for the difference; provided, however, that the Authority's Accounting Department will refund the remaining balance on a gift certificate, no matter how large, to the original purchaser if the certificate has not expired. To the extent possible, a refund is made in the same manner that the gift certificate was purchased. There is a fifty-cent processing fee for all refunds.

## **2. REFUNDS AND REDEMPTIONS OF TICKETS AND TICKET BOOKS.**

The redemption value of an unused or partially used ticket or ticket book issued by the Authority will be refunded only upon application by the original purchaser of the ticket or ticket book, subject to the following conditions:

2.1 The original purchaser of the ticket or ticket book must apply for a refund within one year from the date of sale of the ticket or ticket book, except that the original purchaser of a 10-Ride Ticket Book for travel on the Authority's ferries between Hyannis and Nantucket may apply for a refund up to two years from the date of the sale of such ticket book.

*Part I – Sales and Refunds*

- 2.2 A ticket or ticket book wholly unused will be redeemed at the fare paid for the ticket or ticket book, subject to the service charges described in paragraph 2.4 below.
- 2.3 A ticket or ticket book partially used will be redeemed by allowing the difference, if any, between the value of the transportation furnished on the ticket or ticket book at full fares, and the amount originally paid for the ticket or ticket book, subject to the service charges described in paragraph 2.4 below.
- 2.4 A service charge of fifty (50) cents for each ticket or ticket book will be made for handling the redemption of wholly used or partially used tickets or ticket books, except that there will be no service charge to redeem a ticket or ticket book if the ticket or ticket book is not used or only partially used for any of the following reasons:
  - 2.4.1 an error on the part of an Authority agent or ticket seller in issuing the ticket or ticket book;
  - 2.4.2 a missed connection due to the late arrival of a boat or bus;
  - 2.4.3 an error on the part of an Authority ticket collector in collecting the ticket or a coupon from the ticket book;
  - 2.4.4 interruption or lack of boat service on date of arrival.
- 2.5 To the extent possible, a refund is made in the same manner that the ticket or ticket book was purchased (*e.g.*, a refund for a ticket or ticket book that was purchased with a credit card will be made by issuing a credit to the customer's credit card account).

**3. LOST VEHICLE TICKETS.**

If a customer loses a vehicle ticket issued by the Authority reflecting a scheduled departure, the Authority will issue a replacement ticket in accordance with and subject to the following conditions:

- 3.1 A replacement ticket will only be issued to a customer on the day of the scheduled departure and at the ferry terminal from which the customer is sailing, upon presentation of proper identification, the submission of a “Lost Ticket Application,” and the payment of an additional \$10.00 processing charge.
- 3.2 Upon issuance of a replacement ticket, the original vehicle ticket issued by the Authority shall become void and ineligible for any refund or any use for transportation. Nevertheless, a customer who receives a replacement ticket based upon his or submission of a “Lost Ticket Application” shall remain financially responsible for the ticket if it is presented for transportation and mistakenly honored by the Authority.

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## **J. SECURITY**

### **1. GENERAL SECURITY PROCEDURES.**

In compliance with the Maritime Transportation Security Act of 2002, the following policies have been developed and implemented to assure the security of the Authority's terminals and vessels and safe sailing for the Authority's passengers and crews:

- 1.1 Only baggage accompanied by a ticketed passenger is permitted on the luggage carts.
- 1.2 Access to the Authority's vessels is limited to those individuals with tickets or official Authority identification.
- 1.3 Walk-on passengers are closely monitored by Authority personnel and, when appropriate, by law enforcement authorities as well.
- 1.4 The Authority, at its discretion, may randomly confirm passengers' identification, and may randomly screen passengers, their belongings and their vehicles. Passengers who refuse to submit to such screening, searches and inspection will not be allowed to board any vessel.
- 1.5 Once boarded, passengers are not permitted to disembark without the Master's permission until the vessel has departed and reached its destination.
- 1.6 The Master of a vessel has the right to seize any item he or she deems to be dangerous and to detain any person possessing such item pending the arrival of law enforcement authorities.

### **2. FIREARMS, OTHER WEAPONS, EXPLOSIVES AND INCENDIARIES.**

Except as provided in this section, no person shall carry on Steamship Authority property or on board a Steamship Authority vessel any deadly or dangerous weapon, concealed or unconcealed, either on or about his or her person or within his or her accessible property.



## **2.1 Firearms.**

A person licensed to carry firearms in accordance with Mass. G.L. c. 140, § 129B, or Mass. G.L. c. 140, § 131, shall be allowed to carry them on Steamship Authority property and on board a Steamship Authority vessel in accordance with the provisions and restrictions of his or her license, subject to the following additional restrictions:

### **2.1.1 Persons carrying firearms must identify themselves.**

- (a) Immediately upon entering onto Steamship Authority property, the person must identify himself or herself to the Terminal Manager (or in the Terminal Manager's absence, the Terminal Agent, Assistant Agent or other Authority employee acting in that capacity) and present his or her valid License to Carry Firearms or Firearms Identification Card.
- (b) Prior to boarding a Steamship Authority vessel, the person must identify himself or herself to the Vessel Captain and Vessel Security Officer (VSO) and present his or her valid License to Carry Firearms or Firearms Identification Card.

### **2.1.2 Firearms must be unloaded and secured.**

- (a) If a person is licensed to carry a concealed firearm, he or she may do so; provided, however, that the weapon must remain concealed and unloaded at all times under the direct control of such person and any ammunition is secured separately.
- (b) All other persons carrying firearms must keep them unloaded and in a secure closed case at all times with any ammunition secured separately. If the person is traveling with a vehicle, the case containing the firearm shall be kept in the vehicle, which must be locked or attended at all times. If the person is traveling without a vehicle, the person shall notify the Terminal Manager, Vessel Captain and VSO, and make appropriate arrangements with the VSO to secure the firearm while the vessel is underway. **Rifles and shotguns shall not be carried among passengers.**

### **2.1.3 A person who has a firearm under his or her control shall neither consume nor be under the influence of alcohol or any illegal drug while on Steamship Authority property or on board any Steamship Authority vessel.**

**2.2 Prohibited Dangerous Weapons.**

No person may carry on Steamship Authority property or on board a Steamship Authority vessel any dangerous weapon prohibited by Mass. G.L. c. 269, § 10(b). Such prohibited weapons include, but are not limited to, stilettos, daggers, knives with double-edged blades, ballistic and switch knives, blowguns, blackjacks, metal knuckles and objects of like kind.

**2.3 Fireworks, Explosives and Incendiary Devices.**

No person may carry on Steamship Authority property or on board a Steamship Authority vessel any fireworks, firecrackers, blasting agents, bombs or similar explosive or incendiary devices as defined in Mass. G.L. c. 148, §§ 35 & 39, unless he or she is properly licensed, has received the written permission of the appropriate Terminal Manager(s) and Vessel Captain(s), and transports such devices on vessel trips designated for the carrying of hazardous cargo, strictly complying with all directions given by the Terminal Manager(s) and Vessel Captain(s) regarding the conditions under which such devices are to be carried on those trips.

**2.4 Terminal Agents May Impose Additional Restrictions.**

Notwithstanding the foregoing, in his or her discretion, a Terminal Manager (or in the Terminal Manager's absence, the Terminal Agent, Assistant Agent or other Authority employee acting in that capacity) may place additional restrictions on any person carrying a firearm or another dangerous device on Steamship Authority property, and/or may prohibit any person from carrying a firearm or another dangerous device on Steamship Authority property altogether for good cause shown. Good cause shall include, but not be limited to:

- 2.4.1 When the person is engaging in behavior that is threatening, intimidating, or menacing or otherwise appears to incite a breach of the peace; or
- 2.4.2 When the person refuses to comply with the directions of terminal employees; or
- 2.4.3 During times of heightened security (MARSEC Level 2 or MARSEC Level 3).

**2.5 Vessel Captains May Impose Additional Restrictions.**

Notwithstanding the foregoing, in his or her discretion, a Vessel Captain may place additional restrictions on any person carrying a firearm or another

dangerous device on board a Steamship Authority vessel, and/or may prohibit any person from carrying a firearm or another dangerous device on board a Steamship Authority vessel altogether at any time.

**2.6 Inapplicability to Law Enforcement Officers and Military Personnel.**

The provisions of this section shall not apply to any law enforcement officer, agent or employee, nor to any member of the military or other service of the United States or the Commonwealth of Massachusetts; provided, however, that any such person is authorized by a competent authority to carry the firearm, weapon or another dangerous device so carried and is acting with the scope of his or her duties.

**3. OTHER POTENTIALLY DANGEROUS ITEMS.**

**3.1 Unauthorized Potentially Dangerous Items.**

The Authority shall not allow any customer to enter the Authority's facilities and/or board a vessel with any unauthorized explosive, incendiary device, or other item that could result in a significant loss of life, significant environmental damage, a significant disruption to the transportation system, or a significant economic disruption in a particular area. Upon the discovery of such an item:

- 3.1.1 if the item inherently presents a significant danger to persons or property (*e.g.*, a live grenade), the Authority shall immediately contact the local law enforcement authorities and follow their instructions; provided, however, that no attempt shall be made to prevent any customer in the possession of such an item from leaving the Authority's property.
- 3.1.2 if the item inherently does not present a significant danger to persons or property (*e.g.*, fireworks that may be safely stored in a secure manner), the Authority shall inform the customer that he or she will not be allowed entry and/or boarding with the item. The Authority also shall advise the customer that he or she may either:
  - (a) immediately leave the Authority's property with such item; or
  - (b) turn the item over to the Authority, which will then be responsible for the item's proper disposal. In this event, the Authority shall keep a record of any such item turned over by a customer and shall notify the appropriate law enforcement authorities that it is in possession of the item. Depending upon the nature of the item, the

authorities may decide to retrieve it forthwith or at a later time in the normal course of business.

**3.2 Authorized Potentially Dangerous Items.**

Upon the discovery of any other substance or device that is legally in the possession of a customer but nonetheless poses a danger to vessels, facilities, passengers or crew ( *e.g.*, hunting rifles), the Authority shall follow the provisions of its Policy regarding Firearms, Other Weapons, Explosives and Incendiaries (Section 3.4 of the Authority's Rules and Regulations Governing Public Conduct on Terminal Property). Generally, pursuant to that policy, the Authority may:

- 3.2.1 allow such entry and/or boarding, provided that the substance or device is rendered inoperable or otherwise secured in such a manner as to eliminate or reasonably minimize the threat of danger to vessels, facilities, passengers and crew; or
- 3.2.2 at the discretion of the Terminal Manager or Agent, Captain, Facility Security Officer and/or Vessel Security Officer, refuse to allow the customer to enter the Authority's facilities and/or board a vessel with such substance or device.

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## **K. ACCESSIBILITY**

### **1. GENERAL ASSISTANCE.**

- 1.1 The Authority will attempt to accommodate the special reservations needs of customers with disabilities or who are traveling with another individual with a disability. Such customers may contact the Authority (see Part E, Section 1.3, of this Handbook) in order to discuss their particular situations and review what accommodations the Authority can provide. TDD for the hearing impaired – (508) 540-1394
- 1.2 Generally, if a customer traveling with a vehicle reservation needs assistance because of a disability, the Authority's Reservations Office will add this information to the customer's reservation so that the terminal employees at the terminal of departure will be alerted to the customer's needs. At the time of boarding, the terminal employees will in turn inform the vessel's crew of the customer's need for assistance while on the vessel.

### **2. ACCESSIBLE VESSELS.**

- 2.1 **Fully Accessible Vessels.** All passenger area of the following vessels are accessible by elevator: the *Eagle*, the *Island Home*, the *Martha's Vineyard*, and the *Nantucket*.
- 2.2 **Partially Accessible Vessels.** Although not all passenger areas of the following vessels are accessible by elevator, certain passenger areas are accessible so that passengers with disabilities are provided with all passenger amenities: the *Iyanough*, the *Governor* and the *Sankaty*.
- 2.3 **Vessels That Are Not Accessible.** None of the passenger areas on the following vessels are accessible by elevator, and passengers with disabilities do not have access to all passenger amenities: the *Gay Head* and the *Katama*.

### **3. POLICIES TO ASSIST INDIVIDUALS WITH DISABILITIES.**

#### **3.1 Availability of Handicapped Parking Spaces.**

A certain number of parking spaces at each of the Authority's terminals (and also at the more convenient of its mainland off-site parking facilities) are reserved for use as handicapped parking spaces. If such a handicapped parking space is used on a daily basis, it is subject to the daily parking charges; if the customer using a handicapped parking space is eligible, he or she may purchase a parking permit in lieu of paying the daily parking charge. See Part G of this Handbook.

#### **3.2 Advance Reservation of Preferred Spaces by Eligible Customers.**

The Authority allows preferred spaces to be reserved in advance by eligible customers who must travel with their vehicles due to their disabilities; provided, however, that such reservations must be made in accordance with the guidelines set forth in Part F, Section 3.5, of this Handbook.

#### **3.3 Preferential Boarding of Individuals with Disabilities Traveling on Standby.**

The Authority allows the preferential boarding of vehicles of individuals traveling on a standby basis and who must travel with the vehicles due to their disabilities, in accordance with the guidelines set forth in Part A, Section 5.3, of this Handbook.

#### **3.4 Emergency Transportation Policy.**

In certain emergency situations, the Authority allows the preferential boarding of a customer's vehicle so that an individual can receive emergency medical care on the mainland which is not available on the island, in accordance with the Authority's Emergency Transportation Policy. See Part A, Section 4.3, of this Handbook.

#### **3.5 Discounted Passenger Fares.**

Individuals with disabilities may apply for a "Steamship Authority Transportation Access Pass." If eligible, they then receive discounted passenger fares upon presentation of the pass with appropriate identification. (See Part B, Section 2.2.2, of this Handbook). Blind passengers travel for free with an identification from either the Massachusetts Commission for the Blind or a similar agency of another State. (See Part B, Section 2.2.3, of this Handbook).

#### **4. AVAILABILITY OF A COMPLAINTS RESOLUTION OFFICIAL (“CRO”).**

##### **4.1 Customer’s Right to Contact the Authority’s CRO.**

In any situation when any person complains or raises a concern with an Authority employee about discrimination, policies or services with respect to passengers with a disability, and the employee (or the employee’s supervisor) does not immediately resolve the issue to the customer’s satisfaction or provide a requested accommodation, the customer has the right to contact the Authority’s Complaints Resolution Official (“CRO”). The employee will provide the customer with the CRO’s phone number and, if requested by the customer, the number of the Massachusetts TRS service (which is a relay service for individuals who use text telephones called “MassRelay”). The employee will also provide this information to the customer in a format he or she can use.

##### **4.2 CRO’s Availability for Contact by Telephone.**

The CRO will be available for contact on each vessel and at each terminal via telephone. The customer will be allowed to use an Authority phone (either the vessel’s phone or the terminal’s phone, as the case may be) to contact the CRO so that the call will be at no cost to the customer. In addition, the number for the MassRelay service will be available so that persons with hearing impairments may readily communicate with the CRO. The MassRelay service is available within Massachusetts only. The telephone number for the MassRelay service is 711, or customers may choose to call 1-800-439-2370 (TTY/ASCII) or 1-800-439-0183 (voice), among other telephone numbers.

##### **4.3 Authority of the CRO.**

The CRO has the authority to make dispositive resolution of complaints on behalf of the Authority. This means that the CRO has the power to overrule the decision of any personnel, except that the CRO may not countermand a decision of the master of a vessel with respect to safety matters.

##### **4.4 Designation of the CRO.**

The Authority has designated General Counsel Steven M. Sayers to be its CRO. His telephone number is (508) 493-5987. If he does not answer the phone, the customer should leave a voicemail message asking Mr. Sayers to call the



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customer back (and identifying the telephone number which Mr. Sayers should call). If Mr. Sayers does not promptly return the customer's call, the customer should then call one of the Authority's substitute CRO's, as follows:

4.4.1 For the vessels: Port Captain Charles G. Gifford – (508) 889-0952

4.4.2 For the terminals: Director of Terminal and Parking Operations Mark K. Rozum – (508) 326-2167.

## **L. HAZARDOUS CARGO**

### **1. GENERAL REQUIREMENTS FOR HAZARDOUS CARGO TRANSPORT.**

Except for the incidental carrying of small tanks of gasoline, propane, acetylene or oxygen by customers in vehicles in compliance with Section 2 below, vehicles carrying certain commodities, including but not limited to gasoline, heating oil, oxygen (compressed or liquid), propane, kerosene and other hazardous or flammable products, are required to travel only on certain restricted trips of the Authority's freight boats (generally called "hazardous cargo" trips). Vehicles carrying any such hazardous cargo will be accepted for transportation on such trips only upon the following conditions:

- 1.1 That the customer makes prior arrangements with the Authority for the transportation of the vehicle so that the Authority may, if appropriate, refuse to accept or transport any goods which, in its judgment, are objectionable or likely to damage the vessel, docks, or other cargo, or for which, in the Authority's judgment, it does not have safe and suitable stowage.
- 1.2 That the customer complies in all respects with its obligations under 49 CFR Parts 171, 172 and 176 when its hazardous materials are present on Authority property or are being carried on board an Authority vessel.

### **2. INCIDENTAL CARRYING OF SMALL TANKS OF HAZARDOUS CARGO.**

#### **2.1 Securing Approved Containers of Small Quantities of Hazardous Cargo.**

No gasoline, propane, acetylene or oxygen (unless a passenger needs oxygen for medical reasons) may be carried on board any vessel by any customer traveling without a vehicle. Customers traveling with vehicles may transport incidental amounts of such hazardous cargo in approved containers only in their vehicles and in compliance with the following conditions. Vehicles towing trailers are treated as a single vehicle and are subject to the same restrictions.

##### **2.1.1 Gasoline.**

Motor vehicles and motor boats transported on the Authority's vessels may have gasoline in their fuel tanks, provided that their gas caps are secured. A motor boat may also have up to two other containers of

gasoline not exceeding six gallons capacity each if they are in the motor boat, closed and in good condition.

2.1.2 Propane.

A customer traveling with a vehicle may transport one propane tank not exceeding 20 pounds (a barbeque grill style container) per vehicle provided that the container (either UL or United States Coast Guard approved) is in good condition, disconnected from any device, sealed and secured in the vehicle.

2.1.3 Acetylene.

A customer traveling in a commercial vehicle may transport one acetylene tank for use in connection with the customer's business, provided that the container does not exceed 139 cubic feet capacity, is either UL or United States Coast Guard approved, is in good condition, disconnected from any device, sealed and secured in the vehicle.

2.1.4 Oxygen.

A customer traveling in a commercial vehicle may transport one oxygen tank for use in connection with the customer's business, provided that the container does not exceed 337 cubic feet capacity, is either UL or United States Coast Guard approved, is in good condition, disconnected from any device, sealed and secured in the vehicle.

**2.2 Requirements for Carrying Small Containers of Hazardous Cargo.**

2.2.1 Upon arrival at the departure terminal, any customer with hazardous cargo must tell the terminal agent the type and amount of the cargo and how it is being transported. The customer, as well as the customer's baggage, vehicle and trailer, are then subject to inspection by the Authority, and the customer must follow all instructions given by Authority terminal and vessel employees regarding the transportation of such cargo.

2.2.2 The Authority shall deny passage to any customer attempting to transport more gasoline, propane, acetylene or oxygen than allowed, or in any container that the Authority deems unsafe or not properly secured, or which is not UL or United States Coast Guard approved, or exceeds the maximum allowed capacity. Customers with such hazardous cargo that is

prohibited from being carried onto any Authority vessel are responsible for disposing or safely storing such cargo prior to boarding.

- 2.2.3 Customers will be given the opportunity to relinquish to the Authority any container containing any hazardous cargo that is prohibited from being carried onto any Authority vessel. Customers will be informed that they may pick up their container within 48 hours, but that after 48 hours the Authority will dispose of the container and its contents, which will no longer be available for pickup. Customers who relinquish their containers will be provided a hazardous container claim ticket. The ticket shall be dated and placed on the container, and the ticket stub given to the customer for reclaim. Tagged containers will be stored in a designated area at the terminal for storage, reclaim and disposal.

### **3. REQUIREMENTS FOR THE TRANSPORT OF OTHER HAZARDOUS CARGO.**

Unless transported in compliance with Section 2, above, the following requirements must be observed with respect to the transportation of any hazardous materials by any of the Authority's vessels:

- 3.1 Hazardous material that is not prepared for transportation in accordance with 49 C.F.R. Parts 172 and 173 may not be transported by vessel. 49 C.F.R. § 176.3(a).
- 3.2 No explosive material described in 49 C.F.R. § 173.54 may be transported by vessel; certain other explosive materials may only be loaded on and unloaded from a vessel at particular facilities and anchorages; and other explosive materials may only be carried in conformance with certain additional requirements. 49 C.F.R. §§ 176.3(b), 176.4(b)&(c), 176.9 and 176.11.
- 3.3 Each customer, each master of the vessel and all other persons engaged in handling hazardous materials on board the vessel must comply with the applicable provisions of 33 C.F.R. Parts 6, 109, 110, 125, 126 and 160. 49 C.F.R. § 176.4(a).
- 3.4 The record of training required by 49 C.F.R. § 172.704(d) for a crewmember who is a hazmat employee subject to the training requirements of 49 C.F.R. Parts 171 through 179 must be kept on board the vessel while the crewmember is in service on board the vessel. 49 C.F.R. § 176.13(c).

*Part L – Hazardous Cargo*

- 3.5 No hazardous material may be transported by any Authority vessel unless the material is properly described on the shipping paper in the manner prescribed in 49 C.F.R. Part 172 and the customer has received a certificate prepared in accordance with 49 C.F.R. § 172.204. 49 C.F.R. §§ 176.24 and 176.27(a).
- 3.6 The customer must prepare a dangerous cargo manifest, list or stowage plan, which must be kept in a designated holder on or near the vessel's bridge and contain certain information including, but not limited to: the name and official number of the vessel; the shipping name and identification number of each hazardous material on board; emergency response telephone numbers as required for each material; the number, description and gross weight of the packages; and the classification of the hazardous materials. 49 C.F.R. § 176.30(a). The manifest must be the same as the information furnished by the shipper on the shipping order, and the vessel's master must acknowledge the correctness of the dangerous cargo manifest, list or stowage plan by his or her signature. 49 C.F.R. § 176.30(b)&(c).
- 3.7 The customer must inspect each hold or compartment containing hazardous materials after stowage is complete. In order to ensure that the cargo is in a safe condition and that no damage caused by shifting, spontaneous heating, leaking, sifting, wetting or other cause has been sustained since loading and stowage, and an entry for each inspection must be made in the vessel's deck log. 49 C.F.R. § 176.39(a).
- 3.8 If an accident occurs on board a vessel, hazardous materials may be jettisoned only if the master believes this action is necessary to prevent or substantially reduce a hazard to human life or reduce a substantial hazard to property. 49 C.F.R. § 176.45(b). When the accident results in damaged packages or the emergency use of unauthorized packagings, these packages may not be offered to any forwarding carrier for transportation. 49 C.F.R. § 176.45(a).
- 3.9 Repairs or work which may produce intense heat (such as welding or the use of power-actuated tools) generally may not be undertaken on any vessel having on board explosives or other hazardous materials as cargo. 49 C.F.R. § 176.54.
- 3.10 Hazardous materials may be handled on board a vessel only under the direction and observation of a responsible person assigned this duty. 49 C.F.R. § 176.57(a). All decks and gangways over which hazardous materials must be passed or handled in loading or unloading must be free of all loose materials before cargo handling operations begin, and no debris that creates a fire hazard or a hazardous condition for persons engaged in handling hazardous materials may

be on the weather deck of a vessel during loading or unloading operations. 49 C.F.R. § 176.58.

- 3.11 When smoking is prohibited during the loading, transportation or unloading of hazardous materials, the customer and the vessel's master are jointly responsible for posting "NO SMOKING" signs in conspicuous locations. 49 C.F.R. § 176.60.

**4. SPECIAL REQUIREMENTS FOR HAZARDOUS TRANSPORT VEHICLES.**

Transport vehicles loaded with hazardous materials and transported on board any Authority vessel must comply with the following special requirements in addition to the requirements prescribed in Section 3 above. 49 C.F.R. § 176.88. A transport vehicle containing hazardous materials generally may be transported on board an Authority vessel only under the following conditions:

- 4.1 The operator or person in charge of the vehicle must deliver to the vessel's master a copy of the shipping papers and certificate required by 49 C.F.R. §§ 176.24 and 176.27;
- 4.2 The vehicle must be placed at the location indicated by the vessel's master;
- 4.3 The vehicle's parking brakes must be set securely to prevent movement;
- 4.4 The vehicle's motor must be shut off and not restarted until the vessel has completed its voyage and docked;
- 4.5 All vehicle lights must be cut off and not relighted until the vessel has completed its voyage and docked;
- 4.6 The vehicle's operator must remain with the vehicle;
- 4.7 No repairs or adjustments can be made to the vehicle while it is on the vessel;
- 4.8 No hazardous materials are to be released from the vehicle;

4.9 Any instructions given by the vessel’s master during the voyage and during “roll on” and “roll off” operations must be observed; and

4.10 Smoking by any person in or around a vehicle is prohibited.

**5. CERTAIN TYPES OF HAZARDOUS CARGO.**

Further regulations govern the transportation on the Authority’s vessels of the following types of hazardous cargo:

5.1 private automobiles carrying certain explosive materials, including permitted fireworks and small arms ammunition (49 C.F.R. § 176.90);

5.2 compressed gas cylinders (49 C.F.R. § 176.92 and 49 C.F.R. Part 176, Subpart H);

5.2 explosive materials as cargo (49 C.F.R. Part 176, Subpart G);

5.3 other flammable and combustible materials as cargo (49 C.F.R. Part 176, Subparts I and J).

**6. OPERATION OF VEHICLE REFRIGERATION OR HEATING EQUIPMENT.**

Vehicles fitted with refrigerating or heating equipment may also be transported on an Authority vessel; however, the refrigerating or heating equipment may not be operated while the vehicle is on the vessel unless the equipment complies with certain requirements. 49 C.F.R. § 176.93

## **M. VESSEL INFORMATION**

### **1. ALLOCATION OF VEHICLE SPACES.**

The capacity of a vessel's freight deck generally is referred to in terms of the aggregate number of "car-equivalent" spaces available on that freight deck. Thus, a car generally takes up one "car-equivalent" space, while a car with a trailer may take up two "car-equivalent" spaces, and freight trucks may take up to five or more "car-equivalent" spaces. Although the specific number of "car-equivalent" spaces available to be reserved for each one-way vessel trip in accordance with the allocations set forth in Parts E and F of this Handbook depends upon the specific mix of cars and trucks comprising the vessel's vehicle load for that trip, they generally are as follows:

Normal Capacity (Number of Spaces)  
(with no luggage carts or bicycles on vessel)

		<u>All Cars</u>	<u>Cars and Trucks</u>
<b>1.1</b>	<b><u>Larger Vehicle/Passenger Ferries:</u></b>		
1.1.1	M/V Eagle	54	52
1.1.2	M/V Island Home	60	60
1.1.3	M/V Martha's Vineyard	54	50
1.1.4	M/V Nantucket	50	50
<b>1.2</b>	<b><u>Freight Vessels:</u></b>		
1.2.1	M/V Gay Head	39	39
1.2.2	M/V Governor	42	39
1.2.3	M/V Katama	39	39
1.2.4	M/V Sankaty	39	37



**1.3 Use of Some Vehicle Spaces for Other Purposes.**

The Authority also uses a certain number of the available spaces on each of the vessels for other operational purposes. For example, the Authority allocates a number of vehicle spaces on each of its vessels for the placement of baggage carts and bicycles. (This number varies from vessel to vessel, and depends as well on the time of the day, the day of the week, the route, and the season.) However, the Authority does **not** allocate any spaces for possible use by emergency vehicles such as ambulances. For the Authority's Emergency Transportation Policy, see Part A of this Handbook. Nor does the Authority hold back on the availability of any spaces in order to provide more spaces for customers traveling on a "stand-by" basis.

**1.4 Designation of Spaces for Use in Special Reservation Programs.**

- 1.4.1 A certain number of spaces on each vessel are allocated for commercial vehicles that are more than 20 feet in length based upon the actual number of such vehicles carried by the Authority during the same period the previous year. These spaces remain available only to commercial vehicles that are more than 20 feet in length until the Authority transfers them to the pool of spaces available for reservations by the general public (generally 14 days before the day of sailing). See Part F, Section 1.2.1, of this Handbook.
- 1.4.2 The Authority designates a certain number of spaces as "Preferred Spaces." These spaces are available for reservations in accordance with the procedures set forth in Part F, Section 3, of this Handbook. If any of these allocated spaces are not reserved by before the particular day of sailing, they are transferred to the pool of spaces available for reservations by the general public.
- 1.4.3 After the completion of the Authority's Bulk Freight Reservation Program and the allocation of Preferred Spaces, the remaining spaces are placed into the pool of spaces available for reservations by the general public in accordance with Part F, Section 1.2.3, of this Handbook.

**2. VESSEL PASSENGER CAPACITIES AND AMENITIES.**

The estimated amount of seating (both interior and exterior) and passenger capacity of each of the Authority's vessels are as follows:

		Seating <u>Interior / Exterior</u>	<u>Total Capacity</u>
<b>2.1</b>	<b><u>Larger Vehicle/Passenger Ferries:</u></b> (with full food and beverage counter service)		
2.1.1	M/V Eagle	464 / 600	799
2.1.2	M/V Island Home	620 / 425	1,200
2.1.3	M/V Martha's Vineyard	328 / 373	1,376
2.1.4	M/V Nantucket	263 / 332	784
<b>2.2</b>	<b><u>Freight Vessels:</u></b> (with beverage vending machines only)		
2.2.1	M/V Gay Head	60 / 12	143
2.2.2	M/V Governor	85 / 0	250
2.2.3	M/V Katama	30 / 43	143
2.2.4	M/V Sankaty	86 / 18	290
<b>2.3</b>	<b><u>High-Speed Passenger-Only Ferries.</u></b> (with full food and beverage counter service)		
2.3.1	M/V Iyanough	347 / 46	393
<b>2.4</b>	<b><u>Passenger Restrictions on Certain Freight Trips.</u></b>		

Notwithstanding the passenger capacity numbers listed in Section 2.2 above, whenever a vehicle carrying hazardous material is carried on a freight vessel or the draft of that vessel exceeds certain United States Coast Guard limitations, the vessel may carry only 16 passengers, and those passengers can only be drivers and legitimate helpers (when there is sufficient passenger capacity) of vehicles transporting hazardous cargo or other commercial freight.

*Part M – Vessel Information*

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